

Belasera at Pine Island Condominium Association Inc.

715 N. Pine Island Road
Plantation, Florida 33324
954-915-6800
office@belaseracondominiums.com

Dear Applicant,

Thank you for considering Belasera at Pine Island Condominium Association, a place you can call, **"HOME."**

Please note that all documents requested from our Lease Package and Lease Check List must be returned to our office with the Application Fee of **\$150.00** per person, 18 and older. If married, must present a Marriage Certificate. (Only one charge)

The association requires a **"Common Area Security Deposit"** which is equivalent to 1 month's rent **to be paid by Landlord**. All payments must be made as a cashier's check or money order. No personal checks or cash are accepted. Make sure that all documents are signed by both tenant (s) and landlord.

Once the Lease Package is accepted, please allow 15 days to process. Please take the appropriate amount of time when creating a lease contract and moving-in date. The Board of Directors approves applications and follows up with a personal interview. All interviews are scheduled during business office hours only.

If you have any questions, please feel free to contact the office during business hours, **Monday – Friday from 9:00 AM – 5:00 PM. Please email or call to make an appointment to drop off application.**

Thank you,

Belasera Management Office

**Belasera
at Pine Island**

715 North Pine Island Road
Plantation, Florida 33324
Office: (954) 915-6800 Email: office@belaseracondominiums.com

Date: _____

Bldg.: 711 **Unit:** 301

Lease Check List

1. Belasera Rental Condominium Application
2. \$150.00 application fee per applicant, if married must show marriage certificate
(Background & Credit check = 680 credit score per applicant) only Money order or Cashier's Check- non-refundable
3. Copy of License / Car registration per applicant / Birth certificate if under 18
4. Resident Information Sheet (Owner & Tenant Signature Needed)
5. Addendum to Lease (Owner & Tenant Signature Needed)
6. Collection of Rent Agreement (Owner & Tenant Signature Needed)
7. Parking Rules (Tenant Signature Needed)
8. Moving In / Out Policy (Tenant Signature Needed)
9. Notice of Tenant NO Pet Policy (Tenant Signature Needed)
10. Receipt of By Laws- RULES & REGULATIONS
(Page 97 article #3, #5 -Page 98 article 13 (c) must be read, sign and dated)
11. Security deposit must be paid by the unit owner, payable to Belasera at Pine Island Condominium
(Money Order or Cashier's Check Only, equivalent to 1 month rent)
12. Unit Owner's Signed Lease Agreement
13. 4 months Bank Statements (per applicant)
14. 4 weeks Payroll Stubs (per applicant)
15. Personal interview with the Association
16. Approval Letter from Belasera

Landlord's Name, Phone Number and Email: Yanni Sabag. 954.338.3885. info@atidrealty.com

Tenants Name, Phone Number and Email: _____

Contract Dates: From _____ To _____

Every form in this package must be completed. All information required must be provided. The application process takes 15 business days.
Please return to the management office as soon as possible and schedule an appointment to review or drop off leasing package

BelaSera Condominium Application

Applicant Information

Name:		Driver's License #:	
Date of birth:	Phone:		SS#:
Email Address:			
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:		Dates:
Landlord name:		Landlord phone:	
Landlord address:			
Previous address:			
City:	State:	ZIP Code:	
Owned Rented (Please circle)	Monthly payment or rent:		Dates:
Landlord name:		Landlord phone:	
Landlord address:			

Employment Information

Current employer:			
Employer address:			Dates:
Phone:	E-mail:		Fax:
City:	State:	ZIP Code:	
Position:			Annual income:
Supervisor:	Other Income Source:	Other Income \$:	

Previous Employment Information

Previous employer:			
Employer address:			Dates:
Phone:	E-mail:		Fax:
City:	State:	ZIP Code:	
Position:			Annual income:

Emergency Contact- Must be Local

Person not residing with you			
Name:			
Email Address:			
City:	State:	ZIP Code:	Phone:
Relationship:			

Co-applicant Information

Name:		Driver's License #:	
Date of birth:	Phone:		SS#:
Email Address:			
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:		Dates:
Landlord name:		Landlord phone:	
Landlord address:			
Previous address:			
City:	State:	ZIP Code:	
Owned Rented (Please circle)	Monthly payment or rent:		Dates:
Landlord name:		Landlord phone:	
Landlord address:			

Co-applicant Employment Information

Current employer:

Employer address:

Dates:

Phone:

E-mail:

Fax:

City:

State:

ZIP Code:

Position:

Hourly Salary (Please circle)

Annual income:

Additional Occupants

Name:

DOB:

Relation:

Name:

DOB:

Relation:

Name:

DOB:

Relation:

Financial Information

Do you have a checking account: Yes No

Bank / State:

Do you have a savings account: Yes No

Bank / State:

Do you have credit card debt: Yes No

Cards & Debt Amount:

Have you ever:

Filed for bankruptcy: Yes No

State / County / Year:

Been convicted of a felony: Yes No

Describe:

Been evicted from a rental: Yes No

Describe:

Defaulted on a lease: Yes No

Describe:

Been served a late rent notice: Yes No

Describe:

Other Information

Do you have renter's insurance: Yes No

Company:

Do you have a waterbed: Yes No

Do you have insurance: Yes No

Do you own pets: Yes No

Do any proposed occupants smoke: Yes No

Number of Pets:

Type:

Have you ever broken a lease: Yes No

Why are you moving / were you asked to

Describe:

When would you be able to move in:

How long do you expect to stay here?

Vehicle Information

Vehicle 1 Make:

State:

Financed: Yes No

Payment \$:

Plate #:

Model:

Year:

Color:

Vehicle 2 Make:

State:

Financed: Yes No

Payment \$:

Plate #:

Model:

Year:

Color:

Do you have any commercial or recreational vehicles (RV, campers, boats, motorcycles, etc): Yes No

State:

Financed: Yes No

Payment \$:

Personal References (list at least two)

Name:

Phone:

Relation:

Name:

Phone:

Relation:

Agreement & Authorization

Signature of applicant:

Date:

Signature of co-applicant:

Date:

Belasera Condominium Association Inc.
CONFIDENTIAL RESIDENT INFORMATION SHEET

Unit Number/Address: 711 Apt 301

Owner's Name: Cocomil LLC Yanni Sabag

Resident's/Tenants Name _____

Lease Effective and Expiration dates (Please provide copy) _____

Is the Home listed under a Corporation? If yes, please state name and address of Corporation: _____

Will this home be your primary residence? Yes _____ No _____

Secondary Address: _____

Name(s) of full-time occupants (children, live-ins, etc.): _____

IMPORTANT! Please identify which phone numbers listed below you wish to be notified in the event of an emergency or non-emergency through our system, Resident Alert™. You may check both emergency and non-emergency for each number, or select as you wish. Timely messages recorded by our Property Manager will be broadcast to the number you select:

	Emergency	Non-Emergency
Home Telephone Number: _____	_____	_____
Secondary Telephone Number: _____	_____	_____
Business Telephone: _____	_____	_____
Other (Cell Phone, etc.): _____	_____	_____
Emergency Contact - Phone Number: _____	_____	_____
Emergency Contact- Name: _____		
E-mail Address*: _____ @ _____		

Forward all Association mailings to:

Are you or anyone in your household in need of special medical attention or have restricted mobility, which would require additional assistance in the event of an emergency?

YES

NO

If yes, please explain special needs (i.e. oxygen, wheelchair, blind, deaf, etc.):

I authorize BelaSera Condominium Association to alert the phone number(s) listed above for urgent and timely alerts.

Owner Signature: _____



Date: _____

01.26.2026

Tenant Signature: _____

Date: _____

Please return this form to:

Belasera at Pine Island Condominium Association Inc.
Attn: Management Office
715 North Pine Island Road
Plantation, FL 33324
Office (954) 915-6800
Fax (954) 915-6882
office@belaseracondominiums.com

Residential Lease – Addendum

Condominium

This Addendum to the lease between property management at BelaSera at Pine Island Condominium, 715 North Pine Island Road Plantation, Florida 33324 and Tenant(s).

Is made part of the lease entered between parties on _____, 20_____

1. Tenant has read, agreed to and signed the By-Laws, Rules and Regulation attached to this Addendum.
 - Requiring the tenant to obey the bylaws, rules, and regulations of the association. (attach copies!)
 - Requiring the tenant to pay fines for association rule violations.
 - Requiring the tenant to vacated if community association regulations are repeatedly violated.

Security Deposit. On execution of this lease, Lessee deposits with Lessor Dollars (\$ _____), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provision hereof.

Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, by laws rules and regulations of the association, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises and the common areas connected thereto, during the term of this lease.

Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adult(s) and _____ child(ren) under the age of 18 years, without the written consent of Lessor.

Condition of Premises. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition.

Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Rules and Regulations. Lessor's Rules and Regulations shall be signed by Lessee, attached to this agreement and incorporated into it.

Addendum to Lease

The parties to the proposed Lease between _____ (hereinafter "OWNER and/or LANDLORD) and _____ (hereinafter "TENANT") at the following address: _____ Unit _____ (hereinafter "Unit") within BELASERA AT PINE ISLAND CONDOMINIUM ASSOCIATION, INC. (hereinafter "BELASERA"); a copy of the Lease is attached hereto as Exhibit "A". This Addendum is pursuant to Section 17.7 of the Declaration of Condominium for BELASERA. This Addendum shall be part of the Parties integrated contract and shall supersede inconsistent and/or conflicting provisions, if any, within said Lease:

1. Compliance and Termination of Lease: BELASERA shall have the right to terminate the Lease upon default by the TENANT in observing any of the provisions of the Declaration of Condominium, Articles, By-Laws, Rules and Regulations and all provisions of any applicable agreement, document or instrument governing BELASERA or administered by BELASERA.
2. Required Approval: The Lease is subject to the prior written approval of BELASERA and BELASERA may reject the Lease of the Unit on any grounds BELASERA elects.
3. Security Deposit: As a condition to the approval by BELASERA of the Lease of the Unit, BELASERA requires a security deposit in the amount of the equivalent of one months rent to be deposited in an interest-bearing escrow account maintained by BELASERA. The security deposit shall protect against damages to the Common Elements or Association Property. Within 15 days after TENANT vacates the Unit BELASERA shall refund the full security deposit plus accrued interest or give written notice to TENANT of any claim against the security. Disputes under this section 17.7 shall be handled in the same fashion as disputes concerning security deposits Florida States, Section 83.49. The Unit Owner will be jointly and severally liable with the tenant to BELASERA for any amount in excess of such sum which is required by BELASERA to effect such repairs or to pay any claim for injury or damage to property caused by negligence of TENANT.
4. Review by Attorneys: The parties have each had a reasonable opportunity to have their respective counsel review this Addendum.
5. Tax Advice: The parties acknowledged that each had the opportunity to retain its own accountant, certified public accountant, tax advisor, or tax attorney with reference to the tax implications of this Addendum.

Addendum to Lease at BelaSera at Pine Island Condo Ass', Inc

Unit Number: _____

Dates of Lease Period: _____

- 6. Attorney's Fees: The prevailing party shall be entitled to the recovery from the other party all reasonable attorney's fees and costs, including litigation, arbitration, mediation and/or appeals, incurred by reason of either Owner or Contractors failure to perform or to abide by any agreement on its part contained in the parties' integrated contract.
- 7. Survival: IF any portion of this Addendum is declared to be invalid, the remaining portions shall remain valid and survive. The parties' agreement shall survive the completion or termination of services for the project.
- 8. Governing Law: The laws of the State of Florida shall govern all aspects of the parties' agreement; with venue in Broward County, Florida should wither seek judicial and/or other relief.
- 9. Non-Assignment: Neither party shall assign its rights, interests, or obligations regarding the project without the express written consent of the other party.
- 10. Non-Waiver of Rights: The Failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Yanni Sabag

Name of Owner, Printed

Name of Tenant, Printed



Owner's Signature

Tenant's Signature

All owners and all tenants must sign.

Dated this _____ day of _____, 20__.

COLLECTION OF RENT AGREEMENT

This collection of Rent Agreement ("this Agreement") is made and entered into as of this ____ day of _____, 2020 by and between BelaSera at Pine Island CONDOMINIUM ASSOCIATION OF BROWARD COUNTY, INC ("Association"), _____ ("UnitOwner"), and _____ ("tenant").

WITNESSETH:

WHEREAS, Tenant and Unit Owner intend on entering into a lease (the "Lease") with respect to the property located at ____ North Pine Island Rd. Unit #____, Plantation, Florida 33324; and

WHEREAS, Association has the right to condition its approval of the lease on the execution of this Agreement by the parties hereto.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other goods and valuable consideration, it is mutually agreed and covenanted by the among the parties to this Agreement as follows:

1. Tenant and Unit Owner acknowledge and agree that Tenant is required to comply with the Associations, as amended from time to time (collectively, the "Governing Documents"). The Governing Documents shall be deemed expressly incorporated into the Lease.
2. Tenant and Unit Owner acknowledge and agree that Unit Owner is required to pay to Association any and all assessments (the "Assessment") levied by Association in accordance with the Governing Documents.
3. In the event the Unit Owner fails to pay Association any Assessment when the same become due, Association shall be entitled to collect the Tenant's rent payments ("Rent") owed to Unit Owner under Lease for the purpose of offsetting the delinquent Assessment as follows:

If Association notifies Tenant that Unit Owner is delinquent in its obligation to pay any Assessment, Tenant shall discontinue the payment of the Rent to Unit Owner and instead shall direct said Rent payments, in the same amount and frequency as set forth in the Lease, to Association until such time as Association directs Tenant to redirect Rent payments to Unit Owner. Any Rent collected by Association in excess of Unit Owner's delinquent Assessment will be promptly disbursed to Unit Owner. In the event Tenant fails to redirect the payments of Rent to the Association and instead continues to pay Rent to Unit Owner, Tenant shall become obligated along with the Unit Owner to pay the delinquent Assessments to Association, irrespective of any Rent payments that Tenant may already have made to Unit Owner.

4. In the event Unit Owner or Tenant fail to honor this Agreement or violate any of the other terms and provisions of the Governing Documents, Unit Owner and Tenant shall be subject to all remedies available to Association, including without limitation, injunctive relief and money damages in addition to any other remedies provided by law. Additionally, Association shall also have the power to evict Tenant via a summary proceeding in accordance with the Governing Documents for failure to honor this Agreement. All eviction costs will be owned by Unit Owner and considered a special assessment, which will be levied in accordance with the Governing Documents.

5. Unit Owner and Tenant acknowledge that Association would not have approved Tenant and the lease but for the parties entering into the agreement. Therefore, Tenant and Unit Owner hereby waive each of their rights to contest the validity of this Agreement or the validity of any of the remedies available to the Association.
6. The laws of the State of Florida shall govern the validity, performance and enforcement of this agreement. Venue shall be in Broward County, Florida. All disputes arising under this Agreement shall be settled via binding Arbitration before the AAA conducted in Broward County, Florida. The parties to this Agreement expressly waive trial by jury.
7. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that the parties have contributed substantially and materially to its preparation.
8. All notices demands and communications hereunder to the parties shall be served or given in accordance with the Governing Documents.
9. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute on and the same instrument.
10. This Agreement and the exhibits attached hereto and forming a part hereof, represent the entire understanding and agreement between the parties with respect to the subject matter thereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Tenant, Association or Unit Owner unless reduced to writing signed by all three parties.
11. **Unit owner or tenant agrees to tender security deposit to the Association in the amount of one month's rent, which could be utilized to pay for any damages caused by tenant and or their guest during the lease period. In the event of draw down, deposit must be replenished to its original amount of _____ (one month).**
12. Unit owner or tenant is responsible to comply with the rules and regulations relating to lease updates. The Association will send a lease expiration notice in advance of lease expiring. If lease is not renewed within the allot time, this action will be considered a violation with a fine of \$100.00 per day up to \$1,000.00.

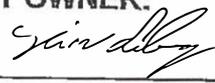
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSOCIATION:

Belasera at Pine Island Condominium Association, Inc.

By: _____
 Print Name: _____

UNIT OWNER:

By: 
 Print Name: Yanni Sabag

TENANT:

By: _____
 Print Name: _____

Parking Rules

To the following rules have been revised for the purpose of protecting the community. We appreciate your assistance in helping to make this a better community for all to enjoy and taking pride in the appearance of this beautiful community. The below list are reasons to be towed.

1. In resident parking without a current year parking decal
2. In visitors parking area without a visitors parking permit
3. Parking in handicap without permit displayed-immediate tow
4. Parking on the Fire Lanes / no loading or unloading zone-immediate tow
5. Altered or expired temp tags-immediate tow
6. Expired license plated or "tags"
7. No license plate on vehicle
8. Parking on the grass
9. Parking in aisles or right of way
10. Parking on sidewalk
11. Parking on the street anywhere
12. Blocking the garbage dumpsters
13. Parking on end caps or double parking
14. Parking in non-marked or not lined spaces
15. Inoperable vehicles: crashed, flat tires, broken windows, disabled or being stored and not operated on a regular basis
16. Commercial vehicles of any kind: work trucks, vans or pickup trucks with company logo or name or appearance of a work truck including moving vans
17. U-Haul or rental trucks of any kind
18. Motorcycles and or scooters parked in designated parking area only
19. Boats, watercrafts, or trailers of any kind
20. Repairs or car wash of ANY kind of vehicles

Please sign below if you understand and agree to BelaSera Parking Rules:

Management

Tenant/Owner

Date

Date

Move In and Move Out Policy

Please note that due to the constant moving in and out of units, Belasera is not responsible for hauling away your discarded mattresses, refrigerators, TV's, furniture, cabinets, construction materials, moving out boxes, etc.

The management will be going through all units that have moved in last week or renovated any part of their unit and will be sending you an invoice for hauling away your disposed unwanted items. These charges will be automatically deducted from the common area security deposit on file.

You must notify the office when you or your tenant have / or is moving in or out. Please review the below the rules & regulations and the bylaws, if you need more information please call the office.

Moving In/Out:

The moving in/out of the building must take place between 8:30 am and 5:00 pm., Monday-Friday. Resident shall notify the management office before moving furniture or household effects in or out the building.

Obstructions:

Sidewalks, entrances, driveways, passages, walkways, patios, courts, elevators, stairwells, corridors and hallways and other common element areas must be kept open free of obstruction in any manner.

Please sign below if you understand and agree to the Move In/Move Out Policy:

Office Management

Owner/Tenant

Date

Date

BelaSera

At Pine Island

BelaSera at Pine Island Condominium Association, Inc

715 North Pine Island Road
Plantation, FL 33324

Notice to All Tenants:

Pursuant to section C of line thirteen (13), of Schedule "A" of the Bylaws, "Tenants shall not be permitted to have any dogs or cats" during their residency period at Belasera.

Tenant's Printed Name/ Signature

Today's Date

I _____ have read the above statements and I am in agreement with these statements in this notice.

Receipt of By-Laws, Rules and Regulations

Date: _____

Building #: _____

Unit #: _____

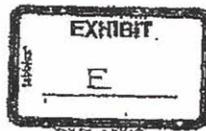
I, _____, Renter/Owner of the above-mentioned unit state that I have received and read the By-Laws, Rules and Regulation. I will comply with the policies at BelaSera at Pine Island Condominium; I also understand that any violation of said rules will be cause for termination of my lease agreement.

Signed and Agreed By:

Signature

Date

Print Name



**BYLAWS
OF
BELASERA AT PINE ISLAND CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

ALL PROVISIONS OF SECTION 718.112(2)(a)-(m), FS, ARE DEEMED TO BE INCLUDED IN THESE BYLAWS.

1. **Identify.** These are the Bylaws of BELASERA AT PINE ISLAND CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering the Condominium located in Broward County, Florida, and known as BelaSera at Pine Island Condominium.
 - 1.1 **Principal Office.** The principal office of the Association shall be at 715 N. Pine Island Road, Plantation, Florida 33324 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the Articles or Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.** The members of the Association ("Members") shall be as specified in the Articles.
 - 3.1 **Annual Meeting.** The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during September, October, November or December and no later than 12 months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
 - 3.2 **Special Meeting.** Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special Members' meetings may be called by ten percent of the Members of the Association to recall a member or members of the Board of Directors or as provided for in Section 9.1(a)(iii) hereof.
 - 3.3 **Notice of Meeting; Waiver of Notice.** Written notice of a meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be mailed or delivered to each Unit Owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property or Association Property at least 14 continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or the Association Property upon which all notices of Unit Owner meetings shall be posted.



in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.7 Proxies. Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to (a) waive or reduce reserves (b) waive financial statement requirements (c) amend the Declaration (d) amend the Articles or Bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. Except as provided in Section 4.2, no proxy, limited or general, shall be used in the election of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Members may vote in person at Members' meetings. A proxy may be made by any person entitled to vote, but shall only be effective 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 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 person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

3.8 Adjourned Meetings. If any proposed meeting, other than for the election of Directors, cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting.

3.9 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Ballots not yet cast shall be collected;
- (b) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;

- (h) Determination of number of Directors;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

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

3.11 Action Without A Meeting. Except for those approvals by Unit Owners required by the Condominium Act, the Declaration, or these Bylaws to be made at a duly noticed meeting of Unit Owners which shall be subject to all requirements of the Condominium Act, or the Declaration, Articles or these Bylaws relating to Unit Owner decision-making, any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Within 10 days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership and Representation. The affairs of the Association shall be managed and governed by a Board of not less than three, nor more than five Directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. Except for Directors appointed by the Developer, all Directors shall be Unit Owners.

4.2 Election of Directors. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or to fill vacancies caused by resignation, or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. The Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy. Not less than 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 regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election. Together with the written notice and agenda as set forth in paragraph 3.3, the Association shall 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. 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 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery 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. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. There shall be no cumulative voting. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for reasons of blindness, disability or inability to read or write may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with the provisions of the Condominium Act and these Bylaws. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions in this Section 4.2, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by majority action of the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.1.4 hereof shall be filled by the Developer without the necessity of any meeting. The action of the remaining Directors to fill the vacancy shall be by closed ballot.
- (b) Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members present at a special meeting of Members called for that purpose at which a quorum has been attained. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting. The conveyance of all Units owned by a Director in the Condominium who owned one or more Units at the time he was elected or appointed (other than appointees of the Developer) shall constitute the resignation of such Director.
- (c) Subject to the provisions of Florida Statutes, 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 the voting interests. However, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, 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 30 days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property or Association Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the

Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

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

elsewhere provided. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed.
- 4.6 Board Meetings. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Directors. The right to attend meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Adequate notice of all meetings, which notice shall include an agenda, shall be posted conspicuously on the Condominium Property or Association Property at least 48 continuous hours preceding the meeting except in an emergency. 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. However, written notice of any meeting at which non-emergency Special Assessments, or at which new rules, or amendments to existing rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property or Association Property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice of the meeting and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least 14 days before the meeting to each Unit Owner. Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this Section 4.6. However, meetings of a committee that neither take final action on behalf of the Board nor make recommendations to the Board regarding the Association budget, shall be subject to the provisions of this Section 4.6. 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. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each Director present shall be recorded in the minutes.
- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting,

any business that might have been transacted at the meeting as originally called may be transacted.

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

4.11 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.12 Minutes of Meetings. The minutes of all meetings of the Board of Directors 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 years.

4.13 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium or Association during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium or Association, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium or Association, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (b) and (c) of Section 5 below.

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

4.14 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own 15 percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15 percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the 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 (a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (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; or (e) seven years after recordation of the Declaration, whichever occurs first. The Developer is entitled

(but not obligated) to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business 5 percent of the Units that will be operated ultimately by the Association. Upon election of the first Unit Owner by Members other than the Developer to the Board of Directors, the Developer shall forward to the Division the name and mailing address of the Unit Owner Member so elected.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least 60 days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or earlier if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than 60 days' notice of an election for the members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or for the purposes of subparagraph (g) below, not more than 90 days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declarations of Condominium, and all amendments thereto. If a photocopy is provided, the Developer, or an officer or agent of the Developer shall certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The minute books, including all minutes, and other books and records of the Association, if any;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Florida Statutes, Chapter 473. The accountant performing the audit 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 and Special Assessments, if any;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer in writing to be part of the Common

- (e) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements of the Condominium and Association Property.
- (f) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (g) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (h) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (i) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (j) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (k) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (l) Obtaining, maintaining and reviewing insurance for the Condominium Property and Association Property.
- (m) Making repairs, additions and improvements to, or alterations of, the Condominium Property; and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (n) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (o) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (p) Borrowing money on behalf of the Association when required in connection with the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of a least two-thirds of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$10,000. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the Common Elements or in the Association Property bears to the interest of all the Unit Owners in the Common Elements or in Association Property shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.
- (q) Contracting for the management and maintenance of the Condominium or Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements or Association Property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use, provided such use is the subject of a lease between the Association and the Unit Owner.
- (s) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Condominium Act, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (t) Imposing a lawful fee in connection with the approval of the sale, mortgage, lease, sublease or other transfer of Units, as and if applicable not to exceed the maximum amount permitted by law in any one case.
- (u) Contracting with and creating special taxing districts.
- (v) Bringing, settling or compromising any claims or lawsuits involving matters in which all Unit Owners have a common interest.
- (w) Contracting with a cable operator licensed in Broward County to provide cable television service on a bulk rate basis to Unit Owners.
- (x) Conveying a portion of the Common Elements to a condemning authority for the purposes of providing utility easements, rights-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors.
A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the 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 of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.14 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as a Director or officer.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer) constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for each of the Condominiums and a budget for the Association itself (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium and the Association and allocate and assess such expenses with respect to expenses of the Condominium, allocations shall be in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount of reserves shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required for the Condominium only if the members of the Condominium have by a majority vote at a duly called meeting of the members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. However, prior to turnover of control of the Association by Developer to Unit Owners other than Developer pursuant to Section 4.14 of these Bylaws, Developer may vote to waive the reserves or reduce the funding of reserves for the Condominium for the first two fiscal years of the operation of the Association beginning with the date of the recording of the declaration. No waiver shall be effective for more than one fiscal year. No waiver is effective unless conducted at a meeting at which a majority of the voting interests are present, in person or by proxy, and a majority of those present in person or by proxy vote to waive or reduce reserves. After turnover of control of the Association by the Developer to Unit Owners other than the Developer, pursuant to Section 4.14 hereof, reserves may only be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall not be used for other purposes, except payment of income taxes on the interest earned and other direct expenses of maintaining reserve accounts, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

Prior to turnover of control to the Association by Developer to Unit Owners other than Developer pursuant to Section 4.14 hereof, the Developer controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

During any period that Developer is precluded from casting its votes to waive or reduce the funding of reserves, the approval of a majority of the non-Developer voting interests present at a duly called meeting of the Association shall be required in order to waive or reduce the funding of reserves. Developer is precluded from casting its votes to waive or reduce the funding of reserves, unless conducted at a meeting at which a majority of non-Developer voting interests are present, in person or by proxy, and a majority of those present in person or by limited proxy vote to waive or reduce reserves. After turnover, Developer may cast its votes to waive or reduce the funding of reserves.

The adoption of a budget for the Condominiums and Association by the Board of Directors shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association not less than 14 days prior to the meeting of the Unit Owners or the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. Evidence of compliance with this 14-day notice must be made by an affidavit, executed by an officer of the Association or the manager or other person providing notice of the meeting. The affidavit must be filed among the official records of the Association. The meeting must be open to the Unit Owners.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against Unit Owners in the Condominium in any year exceeding 115 percent of such Assessments for the preceding year, as hereinafter defined, upon written application of 10 percent of the Unit Owners to the Board, a special meeting of the Unit Owners shall be held within 30 days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least 14 days' written notice of said meeting. At the special meeting, Unit Owners in the Condominium shall consider and adopt a budget. The adoption of said budget requires a vote of Unit Owners of not less than a majority of all the Units (including Units owned by the Developer) in the Condominium which are present at such meeting (in person or by proxy) at which a quorum is attained.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding 115 percent of Assessments for the preceding year, there must be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or Association Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there must be excluded from such computation Assessments for improvements to the Condominium Property or Association Property and all Special Assessments (including surcharges against specific Unit Owner(s)).
- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board may not impose Assessments for a year greater than 115 percent of the prior year's Assessments, as herein defined, without the approval of Unit

9.10 Notice of Meetings. 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.

10. Official Records and Roster of Unit Owners. The official records of the Association as required under the provisions of the Act, when applicable, shall be maintained within the State. The records of the Association shall be made available to a Unit Owner within 10 working days after receipt of written request by the Board or its designee. This requirement may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property of Condominium or Association Property.

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. The failure of the Association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to ten days, the calculation to begin on the 11th working day after receipt of the written request. The 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 denied access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles, these Bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those requesting same. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Unit Owners:

- (a) 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.
- (b) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit.
- (c) Medical records of Unit Owners.

The Association shall maintain current information regarding the title holders of all Units. Such information shall be obtained by engaging the services of a qualified title company, or if the Board so elects, by requiring each Unit Owner to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

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

12. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to

accept or accepts any thing or service of a value for which consideration has not been provided shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

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

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

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third of the Members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

- (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3 percent of the entire Board of Directors; or
- (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80 percent of the votes of the Members of the Association represented at a meeting at which a quorum has been attained.

Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section 12.3 shall be valid.

13.4 Procedure. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw ___ for present text." Nonmaterial errors or omissions in the Bylaw process will not invalidate an otherwise properly promulgated amendment.

13.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

14. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium and other Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified,

amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than 30 days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
17. Directors.
 - 17.1 Arbitration. In the event of any internal dispute arising from the operation of any of the Condominiums among the Unit Owners, the Developer, or the Association, the parties to such dispute may submit the dispute to mandatory non-binding arbitration in accordance with Florida Statutes, Section 718.1255.
 - 17.2 Unit Owner Inquiry. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to act within 30 days and to notify the Unit Owner within 30 days after the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.
 - 17.3 Notice and Hearing For Fines. Prior to imposition of any fine by the Association on any Owner, occupant, licensee or invitee for violating any provision of the Declaration, Articles, Bylaws, or rules and regulations of the Association, such person shall be given reasonable notice and opportunity to be heard. The party sought to be fined shall be given at least 14 days prior notice of a hearing, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provision of the Declaration, Articles, Bylaws, or rules claimed to have been violated, and (iii) a short and plain statement of the matters asserted by the Association. The party sought to be fined shall have an opportunity to respond, present evidence, provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. No fine shall become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this Section 16.3 do not apply to unoccupied Units.
18. Conflicts. In the event of any irreconcilable conflict, the provisions of the Declaration shall be superior to the provisions of the Articles, which shall be superior to the provisions of these Bylaws.
19. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units with the applicable fire and life safety code.

SCHEDULE "A" TO BYLAWS

RULES AND REGULATIONS
OF
BELASERA AT PINE ISLAND CONDOMINIUM ASSOCIATION, INC.

In addition to the provisions of the Declaration of Condominium of BELASERA AT PINE ISLAND CONDOMINIUM (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of Belasera at Pine Island Condominium Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and Bylaws.

(1) In order to enhance the beauty of the building and for safety purposes, the sidewalks, and all similar common areas, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Bicycles may be stored only in Units or in other specifically designated areas.

(2) Unit Owners shall store personal property within their respective Units and designated storage areas, if any.

step:
(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any such balconies or part of the Common Elements or Association Property. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Condominium Property, no Unit Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

step:
(5) No vehicles other than automobiles, and/or allowable motorcycles shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" includes any type of allowable van, or truck, such as a pickup truck. No other vehicle or equipment of any kind, whatsoever, including, but not limited to, commercial work trucks, delivery vans, boats, boat trailers and campers shall be parked, maintained, stored or otherwise kept within the designated parking areas or on any other portion of the Condominium Property at any time whatsoever. All parking of allowable vehicles for or on behalf of a Unit Owner shall only be in the assigned parking spaces. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies, and except as otherwise provided in the Declaration.

(6) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(7) In order that all Unit Owners may have the quiet enjoyment of their property, no Unit Owner shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Unit Owners. No Unit Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in

date:



his Unit in such a manner as to disturb or annoy other Unit Owners. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(8) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of a Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration. All removals, or the carrying in or out of any, freight, furniture, or bulky matters of any description must take place during the hours which the Board of Directors or its agent may determine from time to time. The moving of fixtures or bulky matters of any kind must be made after previous notice to the Board or its agent. Any damage done to the Building or to the Unit Owner or Occupant or to other persons in bringing in or removing furniture or other bulky or heavy articles shall be paid for by Unit Owner or Occupant.

(9) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed above the first level of the Building, or in, on or upon any part of the Condominium Property or Association Property without the written consent of the Board. No Unit Owner or Occupant shall engage or pay any employees on the Condominium Property, except those actually working for such Unit Owner or Occupant on said premises, nor advertise for laborers giving an address at said Condominium Property or Unit.

(10) In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his balcony, where applicable; and

(b) Designating a responsible firm or individual to care for his Unit should some suffer hurricane damage, and furnishing the Board of Directors with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(11) In order that a Building may maintain an attractive and uniform appearance, no Unit Owner shall make any alterations to the exterior of his Unit or cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Unit Owner place anything other than porch furniture or plants on the balcony except with the prior written consent of the Board. Unit Owners are prohibited from installing security bars on the exterior of their Units. The Unit shall not be used for gambling, or for any immoral or illegal purposes. No gas or charcoal grills, burner, broilers, fryers and open flame devices may be used or maintained within the terraces or balconies or any common elements.

(12) No fences may be erected upon the Condominium Property or Association Property without the express written approval of the Board of Administration.

(13) Pets belonging to Unit Owners who have signed a pet permission agreement (as formulated from time to time by the Board) and which pets have been approved by the Board will be allowed within the Condominium Property and Association Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property or Association Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) Each Unit shall be allowed to house not more than one dog and one cat, or two dogs or two cats. Tenants shall not be permitted to have any dogs or cats.

_____ *prop.*

_____ *date:*

