

**BYLAWS
OF
VILLAS OF ST. THOMAS, II
CONDOMINIUM ASSOCIATION**

ARTICLE I. IDENTITY

These are the bylaws of Villas of St. Thomas, II, Condominium Association, Inc., (the association), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Bay County, Florida, and known as Villas of St. Thomas, II, Condominium (the condominium).

1.1 Principal office.

The principal office of the association shall be at 9600 Thomas Drive, Panama City Beach, Florida 32407, or at such other place as may be designated by the board of directors.

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.

1.4 Definitions.

For convenience, these bylaws shall be referred to as the "bylaws"; the articles of incorporation of the association as the "articles"; and the declaration of condominium for the condominium as the "declaration." The other terms used in these bylaws shall have the same definitions and meaning as those set forth in F.S. Chapter 718, The Condominium Act (the Act), as well as those set forth in the declaration and the articles, unless provided to the contrary in these bylaws, or unless the context otherwise requires.

ARTICLE II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual meeting.

The annual meeting of the members shall be held on the date and at the place and time as determined by the board of directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

2.2 Special meetings.

Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the president or by a majority of the board of directors of the association, and must be called by the president or secretary on receipt of a written request from at least 10% of the members of the association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting, and business conducted at any special meeting shall be limited to

the matters stated in the notice for it. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(f), concerning budget meetings; F.S. 718.112(g), concerning recall; F.S. 718.112(2)(k); concerning budget reserves; and F.S. 718.301(1) and (2), concerning election of directors by unit owners other than the developer.

2.3 Notice of annual meeting.

Written notice of the annual meeting shall be mailed to each unit owner not less than 14 and no more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the condominium property at least 14 days before the annual meeting. The post office certificate of mailing shall be retained as proof of the mailing. Unit owners may waive notice of the annual meeting.

2.4 Notice of special meetings, generally.

Except as modified by the specific requirements for special kinds of members' meetings as set out in these bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than 10 and no more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the association.

2.5 Notice of budget meeting.

The board of directors shall mail a notice and a copy of the proposed annual budget to the unit owners not less than 30 days before the meeting at which the board will consider the budget.

2.6 Notice of meeting to consider excessive budget.

If a budget adopted by the board of directors requires assessment against the unit owners for any calendar year exceeding 115% of assessment for the preceding year, the board, on written application of 10% of the unit owners to the board, shall call a special meeting of the unit owners within 30 days, on not less than ten days' written notice to each unit owner.

2.7 Notice of meeting to consider recall of board members.

A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners, stating the purpose of the meeting.

of meeting to nondeveloper
directors.

Notice of a meeting to elect a director or directors from unit owners other than the developer shall be given not less than 30 days nor more than 40 days before the meeting. The meeting may be called and notice given by any unit owner if the association fails to do so.

2.9 Quorum.

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A quorum at meetings of members shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

2.10 Voting.

(a) Number of votes.

In any meeting of members, the owners of units shall be entitled to cast one vote for each unit owned. The vote of a condominium unit is not divisible.

(b) Majority vote.

The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all unit owners for all purposes unless the Act, the declaration, the articles, or these bylaws require a larger percentage of vote, in which case that larger percentage shall control.

2.11 Membership-designation of voting member.

Persons or entities shall become members of the association on the acquisition of fee title to a unit in the condominium. Membership shall be terminated when a person or entity no longer owns a unit in the condominium. If a unit is owned by more than one natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall not be counted as to the matter under consideration in which the conflict arose, whether the conflict appears by vote in person or by proxy. Ballots may be cast for units owned by corporations or partnerships by a president, vice president, a partner, or any other person designated in a written certificate filed with the secretary of the association and signed by a president or vice president of a corporation or a partner of a partnership.

2.12 Proxies; Powers of Attorney.

Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner executing it. The proxy shall be signed by the unit owner or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in 2.11, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the secretary of the association). The proxy shall be filed with the secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a unit owner, properly executed and granting such authority, may vote that unit.

2.13 Adjourned meetings.

If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the

meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of notice.

Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the secretary of the association either before, at, or after the meeting for which the waiver is given.

2.15 Action by members without a meeting.

Unit owners may take action by written agreement without a meeting, as long as written notice is given to the unit owners in the manner prescribed elsewhere in these bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these bylaws. The decision of a majority of the unit owners, or a larger percentage vote as otherwise may be required by the Act, the declaration, the articles, or these bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

2.16 Minutes of meetings.

The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representatives, and board members at any reasonable time. The minutes shall be retained by the association for a period of not less than seven years. Unit owners and their authorized representatives shall have the right to make handwritten notations from the minutes.

2.17. Order of business.

The order of business at annual meetings of members and as far as practical at other members' meetings, shall be:

- (a) Call to order
- (b) Election of a chairman of the meeting, unless the president or vice president is present, in which case he shall preside
- (c) Calling of roll, certifying of proxies, determination of a morum
- (d) Proof of notice of the meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officer
- (g) Reports of committee
- (h) Appointment of inspectors of election
- (i) Determination of number of directors
- (j) Election of director
- (k) Unfinished business

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(l) New business

(m) Adjournment

2.18 Actions specifically requiring unit owners votes.

The following actions require approval by the unit owners and may not be taken by the board of directors acting alone:

(a) Amendments to the declaration, except those made by the developer adding a phase to the condominium and recording a certificate of surveyor.

(b) Merger of two or more independent condominiums of a single complex to form a single condominium.

(c) Purchase of land or recreation lease.

(d) Cancellation of certain grants or reservations made by the declaration, a lease or other document and any contract made by the association before the transfer of control of the association from the Developer to unit owners other than the developer.

(e) Exercise of Option to purchase recreational or other commonly used facilities lease.

(f) Providing no Reserves, or less than adequate reserves.

(g) Recall of members of board of directors.

(h) Other matters contained in the declaration, the articles or these bylaws that specifically require a vote of the members.

2.19 Secret ballots, proxy.

Any vote to amend the declaration to change the percentage of ownership in the common elements or the sharing of the common expense must be conducted by secret ballot. Unit owners wishing to vote a secret ballot by proxy shall be mailed a ballot slip on a paper separate from that containing the proxy and notice of meeting. The proxy shall be only for the purpose of establishing a quorum at the meeting at which the secret ballot is to be conducted, and shall not contain on its face instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot slip to be returned to the secretary of the association in a sealed, unmarked envelope, separate from the proxy, which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken, the secretary will present the unopened envelopes to the inspectors of election, who will then examine and verify the proxies separately from the secret ballots in a manner that will ensure the integrity of the secret vote. The inspectors of election will then tally the secret ballots of those present at the meeting together with those of the unit owners voting by proxy and announce the results.

ARTICLE III. DIRECTORS

3.1. Number and qualifications.

The affairs of the association shall be managed initially by a board of three directors selected by the developer when unit owners other than the developer are entitled to elect a

majority of the directors, the board shall be composed of any odd number of directors that the unit owners may decide. The number of directors, however, shall never be less than three. Other than those selected by the developer, directors must be either unit owners; tenants residing in the condominium; officers of a corporate unit owner; or partners of a partnership unit owner. No director (except those selected by the developer) shall continue to serve on the board after he ceases to be a unit owner or tenant residing in the condominium.

3.2 Election of directors.

Directors shall be elected at the annual meeting of members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than 60 days before the annual meeting of the members, a nominating committee of five members shall be appointed by the board of directors and the committee shall nominate one person for each directorship to be filled. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations also may be made from the floor.

3.3 Term.

Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members, however, at any annual meeting after the developer has relinquished control of the association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

3.4 Vacancies.

Except as to vacancies resulting from removal of directors by member, vacancies in the board of directors occurring between annual meetings of members shall be filled by majority vote of the remaining directors. Any director elected to fill a vacancy shall hold office only until the next election of directors by the members; irrespective of the length of the remaining term of the vacating director.

3.5 Removal.

Any director, except those selected by the developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10% of the unit owners giving notice of the meeting as required in these bylaws. The notice shall state the purpose of the meeting. Any vacancy on the board of directors thus created shall be filled by the members of the association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

3.6 Disqualification and resignation.

Any director may resign at any time by sending or personally delivering a written notice of resignation to the association, addressed to the secretary. The resignation shall take effect on receipt by the secretary, unless it states differently. Any board member elected by the unit owners who is absent from more than three consecutive regular meetings of the board, unless excused by resolution of the board, shall be deemed have resigned from the board. Directors automatically, retroactive when accepted by the board.

3.7 Organizational meeting.

The organizational meeting of a newly elected board of directors shall be held within ten days of their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice, except notice to unit owners required by F.S. 718.112(1)(c).

3.8 Regular meetings.

The board of directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the condominium property at least 48 hours before the meeting, except in an emergency.

3.9 Special meetings.

Special meetings of the board of directors may be called by the president and, in his absence, by the vice president, and must be called by the secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the condominium property at least 48 hours before the meeting, except in an emergency.

3.10 Waiver of notice.

Any director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of the 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.

3.11 Quorum.

A Quorum at the meetings of the directors shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the declaration, the articles or these bylaws.

3.12 Adjourned meetings.

If there is less than a quorum present at any meeting of the board of directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.13 No proxy.

There shall be no voting by proxy at any meeting of the board of directors.

3.14 Joinder in meeting by approval of minutes.

A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

3.15 Meetings open to members.

Meetings of the board of directors shall be open to all unit owners to attend and observe. No unit owner, however, shall be entitled to participate in the meeting unless specifically invited to do so by the board. 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 set out the nature of the assessments.

3.16 Presiding officer.

The presiding officer at board meetings shall be the president or, in his absence, the vice president, and in his absence, the directors present shall designate any one of their number to preside.

3.17 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 representative and board members at any reasonable time. The association shall retain these minutes for a period of not less than seven years. Unit owners and their authorized representatives shall have the right to make written notations from the minutes.

3.18 Executive committee.

The board of directors, by resolution may appoint an executive committee to consist of three or more members of the board. The executive committee shall have and may exercise all of the powers of the board in the management of the business and affairs of the condominium during the intervals between the meetings of the board insofar as may be permitted by law. The executive committee however, shall not have power to: (a) determine the common expenses required for the operation of the condominium; (b) determine the assessments payable by the unit owners to meet the common expenses of the condominium; (c) adopt or amend rules and regulations covering the details of the operation and use of the condominium property; (d) purchase, lease or otherwise acquire units in the condominium in the name of the association; (e) approve or recommend to unit owners any actions or proposals required by the Act, the declaration, the articles or these bylaws to be approved by unit owners; or (f) fill vacancies on the board of directors.

3.19. Compensation.

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.20 Order of business.

The order of business at meetings of directors shall be:

- (a) Calling of roll
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.21 Election of directors by unit owners other than the developer.

(a) One third.

When unit owners other than the developer own 15% or more of the units in any one condominium that will be operated ultimately by the association, they shall be entitled to elect no less than one third of the members of the board of directors.

(b) Majority.

Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of directors at the earliest of:

(i) three years after 50% of the units that ultimately will be operated by the association have been conveyed to purchasers; or

(ii) three months after 90% of the units that ultimately will be operated by the association have been conveyed to purchasers; or

(iii) when all the units that ultimately will be operated by the association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the developer in the ordinary course of business; or

(iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business.

(c) Developer member.

The developer is entitled 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 at least 5% of the units that ultimately will be operated by the association.

(d) Election.

Within 60 days after the unit owners other than the developer are entitled to elect a member or members of the board of directors, the association shall call, and give not less than 30 days' nor more than 40 days' notice of a meeting of the unit owners to elect the member or members of the board of directors. The meeting may be called and the notice given by any unit owner if the association fails to do so.

(e) Relinquishment of control.

Either before or not more than 60 days after the time that unit owners other than the developer elect a majority of the members of the board of directors, the developer shall relinquish control of the association and the unit owners shall accept control. Simultaneously, the developer shall deliver to the association all property of the unit owners and of the association held or controlled by the developer, including but not limited to those items specific in the Act.

(f) Compelling compliance.

If any action brought to compel compliance with F.S. 718.301 regarding transfer of association control and election of directors by unit owners other than the developer, the summary procedure provided for in F.S. 51.911 may be employed, and the

prevailing party shall be entitled to recover reasonable attorneys' fees.

3.22 Failure to elect director quorum.

If the association or the board of directors fails to fill vacancies on the board of directors sufficient to constitute a quorum, any unit owner may apply to the circuit court within whose jurisdiction the condominium is situated for the appointment of a receiver to manage the affairs of the association, in the manner prescribed in the Act. 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 the powers and duties of a duly constituted board of directors and shall serve until the association fills vacancies on the board sufficient to constitute a quorum.

ARTICLE IV. POWERS AND DUTIES
OF THE BOARD OF DIRECTORS

All of the powers and duties of the association existing under the Act, the declaration, the articles and these bylaws shall be exercised exclusively by board of directors, or its duly authorized agents, contractors or employees, subject only to the approval by unit owners when that approval is specifically required. The powers and duties of the board shall include, but shall not be limited to, the following:

4.1 Maintenance, management and operation of the condominium property.

4.2 Contract, sue or be sued.

After control of the association is obtained by unit owners other than the developer, the association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the association may have shall not begin to run until the unit owners have elected a majority of the members of the board of directors.

4.3 Right of access of units.

The association has the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

4.4 Make and collect assessments.

4.5 Lease, maintain, repair and replace the common elements.

4.6 Lien and foreclosure for unpaid assessments.

The association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7 Purchase unit.

In addition to its right to purchase units at a lien foreclosure sale, the association generally has the power to purchase units in the condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Modify easements.

The association, without the joinder of any unit owner, may modify or move any easement for ingress or egress or for utilities purposes if the easement constitutes part of or crosses the condominium property.

4.9 Purchase land or recreation lease.

Any land or recreation lease may be purchased by the association on the approval of two thirds of the unit owners of the association.

4.10 Acquire use interest in recreational facilities.

The association may enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas and other recreational facilities, whether contiguous to the condominium property or not if: (a) they are intended to provide enjoyment, recreation or other use or benefit to the unit owners and (b) if they exist or are created at the time the declaration was recorded, they are fully stated and described in the declaration.

4.11 Authorize certain amendments.

If it appears that through drafter's error in the declaration that the common elements, common expenses or common surplus has been stated or distributed improperly, an amendment to the declaration correcting that error may be approved by the board of directors or a majority of the unit owners. No unit owners except those directly affected must join in the execution of the amendment.

4.12 Adopt rules and regulations.

The association may adopt reasonable rules and regulations of the common elements, common areas and recreational facilities serving the condominium.

4.13 Maintain accounting records.

4.14 Obtain insurance.

The association shall use its best efforts to obtain and maintain adequate insurance to protect the association and the common elements.

Furnish annual financial reports to members.

4.16 Give notice of liability exposure.

If the association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all unit owners, who shall have the right to intervene and defend.

4.17 Provide certificate of unpaid assessment

Any unit owner, mortgagee or other record lienholder has the right to require from the association a certificate showing the amount of unpaid assessments respecting the unit owner's condominium parcel.

4.18 Pay the annual fee to the division of Florida Land Sales and Condominiums for each residential unit operated by the association.

4.19 Contract for maintenance and management of the condominium.

4.20 Pay taxes or assessments against the common elements or association property.

4.21 Pay costs of utilities services rendered to the condominium and association property and not billed directly to individual owners.

4.22 Employ personnel.

The association may employ and dismiss personnel as necessary for the maintenance and operation of the condominium property and may retain those professional services that are required for those purposes.

4.23 Impose fines.

Pursuant to F.S. 617.10(3), the board of directors may impose fines on unit owners in such reasonable sums as they may deem appropriate, not to exceed \$150, for violations of the Act, the declaration, the articles, these bylaws and lawfully adopted rules and regulations, by owners or their guests or tenants. The board may collect those fines as an assessment in one or more installments. Each day of violation shall be a separate violation. No fine shall be imposed until the offending party (which always shall include unit owner) has been given written notice of the violation and an opportunity to appear and be heard before the board of directors.

4.24 Delinquent Unit Owners.

The board of directors may disapprove the prospective tenant of any unit owner delinquent in the payment of assessments for common expenses.

4.25 Authorize private use of the common elements.

The board of directors may authorize unit owners or others to use portions of the common elements, such as social rooms and meeting rooms for private parties and gatherings, for which reasonable charges may be imposed.

4.26 Repair reconstruct improvements after casualties.

4.27 Lien for labor and materials furnished to the common elements.

ARTICLE V. OFFICERS

5.1 Executive officers.

The executive officers of the association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer, a secretary and an assistant secretary. The officers shall be elected annually by the board of directors and may be removed without cause at any meeting by a vote of a majority of all of the directors. A person may hold more than one office except that the president may not also be the secretary or assistant secretary. No person shall sign an instrument nor perform an act in the capacity of more than one officer. The board

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of directors from time to time shall elect other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the association.

5.2 President.

The president shall be the chief executive officer of the association. He shall have all the powers and duties that usually are vested in the office of president of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the association as he in his discretion may determine appropriate. He shall preside at all meetings of the board.

5.3 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 those other powers and perform those other duties as shall be prescribed by the directors.

5.4 Secretary.

The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving 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 of the president.

5.5 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 for examination at reasonable times. He shall submit a treasurer's report to the board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money 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.

5.6 Compensation.

The compensation, if any, of all officers and other employees of the association shall be fixed by the board of directors. This provision shall not preclude the board from employing a director as an employee of the association or preclude the contracting with a director for the management of the condominium.

ARTICLE VI. FISCAL MANAGEMENT

6.1 Board adoption of budget.

The board of directors shall adopt a budget for the common expenses of the association in advance of each fiscal year at a special meeting of the board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget requirements

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The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the association
- (b) Management fees
- (c) Maintenance and repairs
- (d) Rent for recreational and other commonly used facilities
- (e) Taxes on association property
- (f) Taxes on leased areas
- (g) Insurance
- (h) Security provisions
- (i) Other expenses
- (j) Operating capital
- (k) Fees payable to the Division of Florida Land Sales and Condominiums
- (l) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing. Reserves may be removed from the final budget if by vote of the majority of the unit owners present at a duly called meeting of the association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(k).

6.3 Notice of budget meeting.

The board of directors shall mail a meeting notice and copies of the proposed annual budget to the unit owners not less than 30 days before the meeting at which the budget will be considered. The meeting shall be open to all the unit owners.

6.4 Member rejection of excessive budget.

If a budget adopted by the board of directors requires assessment against the unit owners in any fiscal year exceeding 115% of the assessment of the previous year, the board, on written application of 10% of the unit owners shall call a special meeting of the unit owners within 30 days. The special meeting shall be called on not less than ten days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget by not less than a majority vote of all unit owners. Provisions for reasonable reserves for repair or replacement of the condominium property, nonrecurring expenses and assessments for betterments to the condominium property shall be excluded from the computation in determining whether assessments exceed 115% or similar assessments in the previous year.

6.5 Alternative budget adoption by members.

At its option, for any fiscal year, the board of directors may propose a budget to the unit owners at a meeting of members or in writing. If the proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

6.6 Budget restraints on developer.

As long as the developer is in control of the board of directors, the board shall not impose an assessments for any year greater than 115% of the previous year's assessment without approval of a majority of all unit owners.

6.7 Accounting records and reports.

The association shall maintain accounting records in the county in which the condominium is located, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times. The records shall include, but are not limited to: (a) a record of all receipts and expenditures and (b) an account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within 60 days after the end of each fiscal year, the board of directors shall mail or furnish by personal delivery to each owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 Depository.

The depository of the association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the board of directors and in which the money for the association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors.

6.9 Fidelity bonding.

Each officer and director of the association who controls or disburses its funds shall be bonded by a fidelity bond in the principal sum of not less than \$10,000. The cost of bonding shall be at the expense of the association.

6.10 Annual election of income reporting method.

The board of directors shall make a determination annually, based on competent advice, whether it shall cause the association's income to be reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120) or the "alternative" method (Federal Tax Form 1120H), according to which method of reporting shall best serve the interests of the association for the reporting period under consideration.

ARTICLE VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, generally.

Assessments shall be made against the unit owners not less frequently than quarterly in the discretion of the board of directors and shall be collected on a monthly basis. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against unit owners in the proportions or percentages provided in the declaration of condominium. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements. Failure to pay any

monthly installment when due shall render the entire unpaid assessment immediately due and payable without notice.

7.2 Emergency assessments.

Assessments for common expenses for emergencies that cannot be paid from the annual assessment for common expenses shall be made by the board of directors after 30 days' notice given to the unit owners. These assessments shall be paid at the times and in the manner that the board may require in the notice of assessment.

7.3 Assessment for charges.

Charges by the association against members for other than common expenses shall be payable in advance and may be collected by assessment in the same manner as common expenses. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the declaration or other condominium documents. These charges may include without limitation, charges for the use of the condominium property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a members.

7.4 Liability for assessments.

Each unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the unit owner. The unit owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, however, shall not be liable for unpaid assessments of previous owners unless those assessments are evidenced by a lien recorded before the foreclosed mortgage. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments, amended budget.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, application of payment.

Assessments and installments on them, if not paid within ten days after the date they become due, shall bear interest at the highest rate allowed by law until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for assessment.

The association has a lien on each condominium parcel for any unpaid assessments, with interest, and for reasonable attorneys' 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. The claim of lien includes only those assessments that are due at the time the lien is recorded. The lien is subordinate to any mortgage on the condominium parcel recorded before it.

7.8 Collection: suit, notice.

The association may bring an action to foreclose any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The association shall give notice to the unit owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner.

ARTICLE VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and reasonable, cancellation.

Any contracts made by the association before the unit owners assume control from the developer must be fair and reasonable. All contracts for the operation, maintenance or management of the association or property serving the unit owners, made by the association, whether before or after assumption of control of the association by the unit owners, must not be in conflict with the powers and duties of the association or the rights of the unit owners. Contracts made by the association before the unit owners assume control may be canceled by the unit owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Vending equipment.

The developer may obligate the association under lease agreements or other contractual arrangements for vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by unit owners other than the developer if the vending equipment leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation clauses in management contracts prohibited.

No management contract entered into by the association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

8.4 Requirements for maintenance and management contracts.

Written contracts for operation, maintenance and management entered into by the association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

(a) Specification of the services, obligations and responsibilities of the service provider.

(b) Specification of for services performed.

(c) An indication of frequency of performance of services.

(d) Specification of minimum number of personnel to provide the service contracted for.

(e) The disclosure of any financial or ownership interest that the developer has in the service provider, if the developer is in control of the association.

ARTICLE IX. ROSTER OF UNIT OWNERS AND MORTGAGEES

Each unit owner shall file with the association a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his unit and any satisfaction of that mortgage. The association shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

ARTICLE X. COMPLIANCE AND DEFAULT

10.1 Violations, notice, actions.

In the case of a violation (other than the nonpayment of an assessment) by a unit owner of any of the provisions of the Act, the declaration, the articles, these bylaws or any lawfully adopted rules and regulations, the association by direction of its board of directors may transmit to the unit owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

(a) File an action to recover for its damages on behalf of the association or on behalf of other unit owners.

(b) File an action for injunctive relief requiring the offending unit owner to take or desist from taking certain actions.

(c) File an action for both damages and injunctive relief.

A unit owner may bring an action against the association for damages, injunctive relief, or both, if the association fails to comply with the provisions of the Act, the declaration, the articles, these bylaws or the rules and regulations.

The foregoing action may be taken in addition to the association's right to impose fines under 4.24 of these bylaws.

10.2 Attorneys' fees.

In any action brought pursuant to the provisions of 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No waiver of rights.

Neither a unit owner nor the association may waive a provision of the Act if that waiver would adversely affect the rights of a unit owner or the purposes of the provision, except that unit owners or board members may waive notice of specific meetings in writing.

XI. ARBITRATION OF INTERNAL DISPUTES

Internal disputes arising from the operation of the condominium among unit owners, the association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land

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Sales and Condominiums of the Department of Business Regulations pursuant to F.S. 718.112(2)(m). Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in the manner prescribed in Article X above.

ARTICLE XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the association shall not relieve or release a former member from any liability or obligation incurred with respect to the condominium during the period of membership, nor impair any rights or remedies that the association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

ARTICLE XIII. LIMITATIONS ON UNIT OWNER
LIABILITY FOR USE OF COMMON ELEMENTS

Each unit owner may be personally liable for the acts or omissions of the association relating to the use of the common elements. That liability shall be shared with other unit owners in the same percentages as their respective interests in the common elements. No individual unit owner's liability shall exceed the value of his unit.

ARTICLE XIV. PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the association's meetings when not in conflict with the Act, the declaration, the articles or these bylaws.

ARTICLE XV. RULES AND REGULATIONS

15.1 Board may adopt.

The board of directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements, common areas and recreational facilities serving the condominium.

15.2 Posting and furnishing copies.

A copy of the rules and regulations adopted from time to time by the board of directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the condominium property and a copy furnished to each unit owner. No rule, regulation or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

15.3 Limitations on authority.

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The board of directors may not unreasonably restrict any unit owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities. The board may not deny any resident of the condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness test.

Any rule or regulation created and imposed by the board of directors must be reasonably related to the promotion of the health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

**ARTICLE XVI. RESTRICTIONS ON AND REQUIREMENTS
FOR USE, MAINTENANCE AND APPEARANCE OF THE UNITS**

16.1 Where contained.

Restrictions on the use, maintenance and appearance of the individual condominium units shall be as stated in the declaration and no amendments or additions shall be contained elsewhere than in the declaration as adopted by a vote of the unit owners in the manner prescribed elsewhere in these bylaws.

16.2 Tests for Validity of Restrictions.

Restrictions contained in the declaration and any amendments duly adopted by a vote of the unit owners shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional rights.

ARTICLE XVII. BYLAWS DEEMED AMENDED

These bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

ARTICLE XVIII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- (a) The Act
- (b) The declaration of condominium
- (c) The articles
- (d) These bylaws
- (e) The rules and regulations

ARTICLE XIX. INDEMNIFICATION

Every officer and director of the association shall be indemnified by the association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director of the association, whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the association. The association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the board of directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

ARTICLE XX. DEFECTIVE CONDOMINIUM
DOCUMENTS, CURATIVE PROVISIONS

The association or a unit owner may petition the circuit court having jurisdiction in the county in which the condominium property is situated to correct an error or omission in the declaration or any other documents required to establish the condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the declaration or the Act. In any case, after three years from the filing of the declaration, it shall be deemed to be effective under the Act to create a condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

ARTICLE XXI. AMENDMENTS

Amendments to these bylaws shall be processed and adopted in the following manner:

21.1 Notice.

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

21.2 Adoption.

An 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. The amendment shall be adopted if it is approved either by: (a) not less than a majority of the votes of the entire membership of the association and by not less than two thirds of the board of directors; or (b) by not less than 75% of the votes of the entire membership of the association.

21.3 Limitation.

No amendment shall be made that is in conflict with the Act or the declaration, nor shall any amendment abridge, alter or amend the rights of the developer or mortgagees of units without their consent.

21.4 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. The 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. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county.

21.5 Format.

Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER _____ FOR PRESENT TEXT."

ARTICLE XXII. CONSTRUCTION


Whenever the context permits or requires, 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.


The foregoing were adopted as the bylaws of Villas of St. Thomas, II, Condominium Association, Inc., on this 30th day of December 1993 .

VILLAS OF ST. THOMAS, II,
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

By:


Samuel G. Estok
President


Patricia Ann Estok
Secretary