

PINE CROFT CONDOMINIUMS

BY-LAWS
OF
PINE CROFT CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

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BY-LAWS
OF
PINE CROFT CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under
the Laws of the State of Florida

ARTICLE 1.
GENERAL PROVISIONS.

1.1 IDENTIFY-PURPOSE. These are the By-Laws of PINE CROFT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit ("Association"). This Association has been organized for the purpose of administering the affairs of one or more condominiums ("Condominiums", which term may also include other forms of residential property ownership) at PINE CROFT CONDOMINIUM, and certain properties and facilities to be owned by the Association ("Association Properties").

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominiums and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association (referred to herein as the "Articles"), and the Declarations of Condominium (referred to herein as "Declarations") which will be recorded in the Public Records of Martin County, Florida, at the time said properties are submitted to condominium ownership.

1.3 APPLICABILITY. All Unit owners, tenants, and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium and Association Properties, or any part thereof, are subject to these By-Laws and the documents referred to in Paragraph 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at the PINE CROFT CONDOMINIUM or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2.
MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declarations, Articles and in these By-Laws.

2.2 QUORUM. Persons having fifty (50%) percent plus one of the total residential votes of the Association shall constitute a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation, except Sponsor, or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, except as provided in Article 3.6 below, and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member", or by all the owners of such Unit, or the proper corporate officer.

EXHIBIT 2(b)

2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote and the vote of such Unit shall not be divisible. For any particular meeting, voting members shall be those individuals or entities which own Units not less than five (5) days prior to that meeting.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members. The annual meeting may, at the discretion of the Board, be held in increments.

3.2 SPECIAL MEETING. Except as otherwise provided in F.S. 718.112(2)(f) and (g), special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the votes in the Association. Notices of Special meetings shall be given as set forth below except that in the case of an emergency four (4) days' notice will be deemed sufficient.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each member, unless such notice is waived in writing. Such notices will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Notice shall also be conspicuously posted on the Association Properties.

3.4 NOTICE TO OTHERS. The Sponsor (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf and such persons may act with the full authority and power of Sponsor. Notice shall also be sent to mortgagees.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718.112. Budgetary meetings shall be held prior to November 1 of each year.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if 75% of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a Chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;

- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-Laws, the Articles and the Declaration;
- g. Unfinished business;
- h. New business;
- i. Adjournment.

**ARTICLE 4.
BOARD OF DIRECTORS.**

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than five nor more than seven persons, the number to be determined in accordance with the provisions of the Articles. After the election of all the Directors by the Owners, the Directors shall serve such terms (not to exceed two years) as deemed appropriate by the membership.

4.2 FIRST BOARD. The Board shall, until the Sponsor has sold all Residential Units being offered for sale in the ordinary course of business in PINE CROFT CONDOMINIUM, consist of five persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Sponsor and they shall serve until replaced by Sponsor or until their successors are elected pursuant to F.S. 718.301.

- a. The Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Sponsor and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.
- b. The members of the Board designated by Sponsor shall serve until owners other than Sponsor own fifteen percent (15%) or more of the residential Units in any one Condominium that will be operated by the Association at which time the owners other than Sponsor may elect one-third of the directors. Unit Owners other than Sponsor shall be entitled to elect a majority of the directors three years after closing by Sponsor of fifty percent (50%) of the residential Units in all Condominiums that will be operated ultimately by the Association or three months after ninety percent (90%) of the residential Units that will be operated ultimately by the Association have been closed by Sponsor, or when all the residential Units that will ultimately be operated by the Association have been completed, some of them sold and none of the others being offered for sale by Sponsor in the ordinary course of business, or when the Sponsor so elects, whichever occurs first. The Sponsor shall be entitled to elect at least one (1) Board member as long as the Sponsor holds for sale in the ordinary course of business at least five percent (5%) of the residential Units in any one Condominium operated by the Association. In the event the Units Owners decline to elect directors as set forth above, a majority of the Units Owners shall sign a statement to that effect and present it to the then existing Board. If the Board choose to resign, they may do so and the requirements of this subsection shall be mandatory.

4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Sponsor, as hereinbefore provided, election of Directors shall be conducted in the following manner:

- a. Election of Directors shall be held at the Annual Meeting except that the first Directors elected by residential Unit Owners other than Sponsor shall be elected pursuant to F.S. 718.301.
- b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual

Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.

- c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. Each person voting shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.
- e. In the event of a tie in the balloting for the last directorship, then the remaining directors shall be entitled to elect the same by a majority vote.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners and notice thereof shall be posted conspicuously on the Condominium Properties and Association Properties at least three (3) days in advance, except in an emergency.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Except in an emergency the notice shall be given as provided in Section 4.5 above and shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declarations. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declarations) the Directors who are present may adjourn the meeting from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. These By-Laws shall be deemed to include the provisions of F.S. 718.1124 concerning the right of a Unit Owner to proceed to have a receiver appointed if the Association fails to fill vacancies on the Board so as to have a quorum.

4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.10 RESIGNATION. A Director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declarations and Exhibits attached thereto.

4.11 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:

- a. To adopt the budget of the Association, upon majority vote of the directors, subject to the provisions of F.S. 718.112.

- b. To make, levy and collect assessments against members and members' Units to defray the costs of the Association Properties, the Condominium Properties and Common Expenses, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. Only Unit Owner members shall be subject to assessments.
- c. To provide for the maintenance, repair, replacement, operation, improvement and management of the Condominiums and Association Properties (including easements providing for maintenance of areas which may be on the Condominium Properties or properties owned by others), or other properties wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments provided that the procedures for notice as set forth in F.S. 718.112(2)(f) are followed as to any special assessment providing for any previously anticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.
- e. As provided in the Declaration as to Condominium Property, and for Association Properties, to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.
- f. To adopt and amend rules and regulations governing the details of the operation and use of the Association Properties, the Common Elements, real and personal, in the Condominiums, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.
- g. To approve or disapprove on behalf of the Association owners and proposed purchasers or lessees of residential Units and to exercise or waive the Association's right to disapprove of the ownership, sales or leasing of any Unit in the manner specified in the Declaration. The Association shall charge a \$50.00 fee in connection with any such transfer, sale, lease, sub-lease, or approval to cover the Association's expenditures and services in regard thereto.
- h. To acquire, operate, lease, manage and otherwise trade and deal with property (including creating easements), real and personal, including Units in the Condominium, on behalf of the Association, as may be necessary or convenient in the operation and management of the Condominium and/or Association Properties in accomplishing the purposes set forth in the Declaration and as may be appropriate concerning the Association Properties.
- i. To contract on behalf of the Association for the management of the Condominium Properties and/or Association Properties and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium and/or Association Properties.
- j. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Properties and/or Association Properties.
- k. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Properties, and Association Properties other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units.
- l. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as necessary.

- m. To cause the Association to contract for, and pay all costs of power, water, sewer and other utility services rendered to PINE CROFT CONDOMINIUM as a whole which is not the specific responsibility of the owners of the separate Units.
- n. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- o. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718.111(5) and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these By-Laws, and to assure the compliance with all the terms thereof. To that end, the Association may retain a pass key to all Units.
- p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, and to alter, add to, relocate or improve the same; provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.
- q. To allocate all costs of the ownership, operation and administration of the Association Properties.
- r. To enter into agreements with other persons, firms or corporations including other condominium or other type of property ownership association to share certain expenses for utilization of services or properties which benefit or serve the PINE CROFT CONDOMINIUM project.

4.12 **AUTHORITY OF FIRST BOARD.** The undertakings and contracts authorized by the first Board, including the first budget, shall be binding upon the Association and Condominium in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.13 **REMOVAL OF DIRECTORS.** Should the members of the Association at any duly convened regular or special meeting convened pursuant to F.S. 718.112, desire, they may remove any Director except Directors designated by Sponsor with or without cause by the vote or agreement in writing by a majority of all members and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.14 **PROVISO.** Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Sponsor and/or mortgagee as set forth in the Declaration, the Articles and these By-Laws.

4.15 **COMMITTEES.** The Board may delegate portions of its responsibilities to committees established for that purpose.

4.16 **MANNER OF COLLECTION OF COMMON EXPENSES.** The provisions of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

ARTICLE 5. OFFICERS.

5.1 **GENERALLY.** The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be preemptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such 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 of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be a member of the Board.

5.3 **VICE PRESIDENT.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

5.4 **SECRETARY.** The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, having custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the nonfinancial records of the Association, and shall perform all other duties incident to the office of Secretary of an association as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 **TREASURER.** The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

5.6 **FIRST OFFICERS.** The first officers of the Association, who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS.

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:-

6.1 **MANNER AND NOTIFICATION.** The Board of Directors shall, as required by F.S. 718, from time to time fix and determine the sums necessary to pay all the Common Expenses, and other fees of the Condominiums and Association Properties, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the Condominium Properties and Association Properties shall be set forth in a projected budget established by the Sponsor as the same may be amended by the Board from time to time.

6.2 **PAYMENTS OF ASSESSMENTS.** Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions provided in the Declaration. Said assessments shall be payable monthly in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. **FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL CAUSE SUCH ASSESSMENT TO BEAR INTEREST AT THE RATE EQUAL TO THE MAXIMUM RATE THEN ALLOWED TO BE CHARGED TO INDIVIDUALS IN THE STATE OF FLORIDA AGAINST THE DEFAULTING UNIT OWNERS.**

6.3 **PROPOSED BUDGETS.** A copy of the proposed one (1) year budget, applicable to their Condominium and a budget for the operation of the Association Properties, shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose.

6.4 **DEPOSITORY; WITHDRAWALS.** The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and

in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the terms of any such agreement.

6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by P.S. 718:11(7) subject, however, to the provisions of the Declaration.

6.6 FIDELITY BONDS: PROVISIO. Fidelity bonds shall be obtained by the Board for all officers and Directors of the Association, for all employees of the Association handling or responsible for Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors in an amount equal to the funds handled by the Directors, but shall be in the principal sum of not less than TEN THOUSAND DOLLARS (\$10,000.00). The premiums on such bonds shall be paid by the Association.

6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall begin on January 1st of each year.

6.8 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale -- the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of the Declaration.

6.9 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit, pendent lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration, these By-Laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner.

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7.2 **LIABILITY OF UNIT OWNERS.** All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenance. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such owner's Unit.

7.3 **LIABILITY OF UNIT OWNER TO MANAGING AGENT.** Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorney's fees and costs, to enforce the provisions thereof.

7.4 **GENERAL LIABILITY.** Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.119.

7.5 **NO WAIVER.** The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit owner to enforce such right, provision, covenant or condition in the future.

7.6 **SURVIVING LIABILITY.** Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.7 **EXCESS LIABILITY.** The Association shall give notice to the Unit owners of excess liability as provided in F.S. 718.119(3).

7.8 **ARBITRATION OF INTERNAL DISPUTES.** In the event of any internal dispute arising from the operation of the Condominiums among the Unit Owners, Association, their agents and assigns, the parties to such dispute may submit the same to voluntary binding arbitration in accordance with the provision of F.S. 718.112.

ARTICLE 8. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the Condominium Properties or property owned by the Association, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, these By-Laws, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENT TO BY-LAWS

Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-laws may be proposed in the form required by F.S. 718.112(2) (i) by the Board acting upon vote of eighty-five percent (85%) of the Directors or by members of the Association having seventy-five percent (75%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other office of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member as required and as herein set forth. Notice shall be posted as a conspicuous location on the Condominium Properties and Association Properties.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of eighty-five percent (85%) of the entire membership of the Board and by an affirmative vote of the members having 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary of Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Martin County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and members.

10.4 PROVISIO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-Laws which affects the Sponsor may be adopted or become effective without the prior written consent of the Sponsor. The benefits of this section shall also run in favor of the mortgagee.

ARTICLE 11.
BYLAWS PERTAINING TO USE AND DECORUM - RESIDENTIAL UNITS AND ASSOCIATION PROPERTIES.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, Common Elements and Limited Common Elements, and the Association Properties.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owner. The violation of such By-Laws shall bar any Unit Owner or his family and invitees for the use of the Common Elements and/or Association Properties, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and/or Association Properties and these By-Laws.

11.3 INITIAL BY-LAWS. This Article II shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

(a) The sidewalk, entrances, passages, stairways and all other Common Elements and the Association Properties must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.

(b) All persons using the swimming pool shall do so at their own risk. A shower is required before entering the pool. Ball or frisbee playing is not permitted at the pool or in the patio area. Chaise lounges shall not be reserved. Under no circumstances are pets permitted at the pool. No food is permitted at the pool. Unless otherwise determined by the Board, there shall be no lifeguard or other pool attendant employed to supervise the use of the swimming pool.

(c) The personal property of all Unit Owners shall be stored within their Condominium Units provided, however, that no Unit Owner may store any personal property on, or make any use of, the balcony or patio appurtenant to his Unit or the Association Properties which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

(d) No garbage cans, supplies or other articles, including but not limited to flags and banners, shall be placed on the patios or balconies or common elements, and, subject to the provisions of F.S. 163.04, to the extent applicable, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors, stairways, patios or balconies, nor hung outside the Unit, nor exposed to or on any part of the Common Elements, and Association Properties shall be kept free and clear of rubbish, debris and other unsightly material.

(e) No Unit owner shall allow anything whatsoever to fall from the window, balcony or doors of the premises.

(f) All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. For sanitary reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in trash receptacles.

(g) No Unit Owners or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

(h) Servants and domestic help of the Unit Owners may not gather or lounge in the public areas of the building or grounds.

(i) The parking facilities shall be used in accordance with the regulations adopted by the Association. Association's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property or Association Properties for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property or Association Properties. (No commercial vehicle, truck, or recreational vehicle (except drivable recreational vehicles up to 21'5" may be kept in PINE CROFT CONDOMINIUM if they are used by the Owner on a daily basis for normal transportation) shall be parked on the Properties (this exclusion shall not be deemed to include clean "non-working" commercial vehicles such as pick-up trucks, vans or cars carrying advertising signs). No boat, boat trailer, camper or like vehicle shall be left or stored on the Condominium Property or Association Properties. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas, bicycles shall be kept in the Unit. Washing of vehicles shall only be done in the vicinity of the exterior hose bib provided by the Sponsor within each parking cluster (if any).

(j) No Unit Owner shall make or permit any disturbing noises by any person, nor do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(k) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Association Properties that is visible from outside, nor shall tinfoil or other material be used to cover any window or doors so as to be visible from outside the Unit.

(l) The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use of Association pursuant to its right of access to the Unit.

(m) No cooking shall be permitted nor shall any goods or beverages be consumed outside of a Unit excepting in areas designated for those purposes by the Association. No cooking or fires shall be permitted on patios or balconies.

(n) No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit, except those required for normal household use.

(o) Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or balcony prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

(p) No commercial or business activity shall be conducted in any Unit or on the Association Properties. No Unit Owner may actively engage in any solicitations for commercial purposes on the Condominium Property or Association Properties nor shall any solicitor of a commercial nature be allowed on the Condominium Property or Association Properties without the prior written consent of the Board.

(q) Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be used by guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons.

(r) No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Sponsor.

11.4 APPLICABILITY. The above provisions of Subparagraphs (a), (c), (d), (f), (g), (h), (i), (j), (k), (l), (n), (o), (p) and (q) hereof shall not be applicable to the Sponsor or to any Unit owned by the same.

11.5 FURTHER RULES AND REGULATIONS. The Board of Directors may promulgate Rules and Regulations concerning the use of the Condominium Properties and/or Association Properties and amend same from time to time. Said additional Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Properties and Association Properties, and shall have the dignity of By-laws. PROVIDED that no such Rule, etc. shall affect Sponsor, or any Unit owned by Sponsor, without Sponsor's prior written consent.

ARTICLE 12. INDEMNIFICATION.

12.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

12.2 INSURANCE. The Association shall, if available, at the Association's expense, purchase Director's liability insurance and shall cause the Directors, from time to time serving, to be named insureds.

ARTICLE 13. UNIT OWNER'S RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.

13.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

ARTICLE 14. CONFLICT.

In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 17th day of April, 1985.

PINE CROFT CONDOMINIUM
ASSOCIATION, INC.

ATTEST:

By: William C. Neith
Its _____ President

By: Betty Ruth Neith
Its _____ Secretary

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BOOK

(CORPORATE SEAL)

CERTIFICATE OF APPROVAL
OF

THIS IS TO CERTIFY that _____ has been approved by the _____, as the Purchaser of the following described real property in Palm Beach County, Florida.

CONDOMINIUM UNIT NO. _____ of _____,
A CONDOMINIUM, according to the Declaration thereof recorded in Official Record Book _____, at Pages _____ through _____, inclusive, of the Public Records of Martin County, Florida.

Such Approval has been given pursuant to the provisions of the aforementioned Declaration of Condominium and constitutes a waiver of the Association's right of purchase to the above described Unit, as specified in the Declaration.

This Approval is conditioned upon the Association receiving, prior to conveyance, in satisfactory form binding on the Corporation and its designated Occupants, the written statements as required by the Declaration of Condominium.

DATED: This _____ day of _____, 19__.

Signed, sealed and delivered
in the presence of:

STATE OF FLORIDA)
) ss:
COUNTY OF MARTIN)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known to be the person described in and who executed the foregoing instrument as _____ of _____, and acknowledged before me that _____ executed such instrument as such Officer of said Association, and that said instrument is the free act and deed of said Association and was executed for the purpose therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 19__.

Notary Public

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

EXHIBIT "A"

LOUISIANA
NOV 12 12:48
NOTARY PUBLIC

This instrument was prepared by
Lance Clouse, Esquire,
BECKER & POLIAKOFF, P.A.
1850 Fountainview Boulevard, Suite 103
Port St. Lucie, Florida 34986

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS
OF
PINE CROFT CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Pine Croft Condominium Association, Inc., an Exhibit to the Declaration of Condominium of Pine Croft, A Condominium, as recorded in Official Records Book 654, at Page 2254, of the Public Records of Martin County, was duly adopted in the manner provided in the governing documents at a Special Meeting of the Membership and a Meeting of The Board of Directors, both held on April 7, 2010.

IN WITNESS WHEREOF, we have affixed our hands this 5th day of May, 2010, in Hobe Sound, Martin County, Florida.

WITNESSES:

**PINE CROFT CONDOMINIUM
ASSOCIATION, INC.**

Ruth Sabbag
Print Name: Ruth Sabbag

By: Sondra Churillo-Pae
Sondra Churillo, President

Diane A. Elgrim
Print Name: DIANE A. ELGRIM

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Sondra Churillo, as President of Pine Croft Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known - OR -
Produced Identification
Type of Identification _____

NOTARY PUBLIC, STATE OF FLORIDA

Diane A. Elgrim
Print Name: DIANE A. ELGRIM
My Commission Expires: 1-31-14

ACTIVE: 2945402_1

NOTARY PUBLIC-STATE OF FLORIDA
Diane A. Elgrim
Commission # DC094124
Expires: JAN. 31, 2014
SEARCHED THRU ATLANTIC RECORDS CO., INC.

LANCE D. CLOUSE, ESQ.
BECKER & POLIAKOFF, P.A.
1850 FOUNTAINVIEW BOULEVARD, SUITE 103 - PORT ST. LUCIE, FLORIDA 34986
TELEPHONE (772) 871-9320

AMENDMENT TO THE
BY-LAWS
FOR
PINE CROFT CONDOMINIUM ASSOCIATION, INC.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Article 10 of the Bylaws is amended as follows:

ARTICLE 10.
AMENDMENT TO BY-LAWS

Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-laws may be proposed in the form required by F.S. 718.112(2)(h)(i) by the Board acting upon a vote of ~~eight-five-percent (85%)~~ a majority of the Board of the Directors or by members of the Association having ~~seventy-five percent (75%)~~ fifty-one percent (51%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other office of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than ~~twenty (20)~~ fourteen (14) days nor later than sixty (60) days from receipt by such officer of the proposed amendments or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member as required and as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Properties and Association Properties.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of ~~eighty-five-percent (85%)~~ a majority of the entire membership of the Board and by an affirmative vote of the members having ~~75%~~ 51% of the votes of the entire membership in the Association. Thereupon, such amendments or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Martin County, Florida, within ~~ten (10)~~ thirty (30) days from the date on which any amendments has been affirmatively approved by the Directors and members.

10.4 PROVISIO. Notwithstanding the foregoing provisions of this Article 10, no amendments to these By-Laws which affects the Sponsor may be adopted or become effective without prior written consent of the Sponsor. The benefits of this section shall also run in favor of the mortgagee.