

AMENDED AND RESTATED BY-LAWS
OF
FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.
SUBSTANTIAL REWORDING OF BY-LAWS
SEE CURRENT BY-LAWS FOR CURRENT TEXT

The following are the By-Laws of FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC., hereinafter referred to as the "Association", a corporation not-for-profit under the laws of the State of Florida, formed for the purpose of managing and operating a certain condominium located in Pinellas County, Florida, known as FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC., a condominium, hereinafter referred to as the "Condominium".

ARTICLE I

OFFICE

The office of the Association shall be at 5501 80th Street North, St. Petersburg, Pinellas County, Florida, or at such other place as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

1. **DECLARATION.** "Declaration" shall mean that certain Declaration of Condominium Ownership of FIVE TOWNS OF ST.

PETERSBURG, NO. 302, INC., a Condominium, filed in the office of the Clerk of the Circuit Court of Pinellas County, on July 27, 1973 in Official Record 4058, Page 1419 and following, as the same may be amended from time to time in accordance with the terms thereof. All terms used herein shall have the meaning given to them in the Declaration and the Florida Condominium Act, both as amended from time to time.

2. **FISCAL YEAR.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

3. **SEAL.** The Association shall adopt a seal which shall bear the name or abbreviated name of the Association, the word "Florida", the year of establishment, and shall identify the Association as a not-for-profit corporation.

ARTICLE III

MEMBERSHIP

The owners of units shall be members of the association. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration. Transfers of membership shall be made only on the books of the corporation, and a notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the

corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation.

ARTICLE IV

MEETINGS OF MEMBERS

All meetings of the membership shall be held at the Condominium or other convenient place, as stated in the notice.

1. **ANNUAL MEETINGS.** The annual meeting of the membership shall be held on the first Monday in October of each year, or such other time and place as may be designated by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the members.

2. **SPECIAL MEETINGS.** Special members' meetings shall be held whenever called by the President, Secretary or by a majority of the Board of Directors, and when requested in writing, by 20% of the voting interests. Such request shall state the purpose or purposes of the proposed meeting.

Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests giving notice of the meeting and stating the purpose of the meeting pursuant to the Florida Condominium Act, as amended from time to time.

3. **NOTICE.** Notice of all members' meetings shall be sent by United States mail or delivered to each unit owner at the address of each owner, as shown on the books of the association, unless waived in writing, at least fourteen days prior to the meeting,

with the exception of meetings for the election of directors. The person giving notice shall execute an affidavit of mailing pursuant to the Florida Condominium Act, as amended from time to time. The affidavit shall be retained with the official records of the Association. Notice of a meeting of the members shall be given by the President or Secretary or other person designated by the Board. The notice shall state the time and place of the meeting and include an agenda, or have an agenda attached to it. A copy of the notice, and agenda, shall be posted at a designated location on the condominium property not less than fourteen days prior to the date of the meeting. The Board, upon notice to the unit owners, shall, by rule, designate a specific location on the condominium property upon which all notices of members' meetings shall be posted.

Notice of specific meetings may be waived before the meeting by any member. The attendance of any member (or authorized voter) shall constitute waiver of notice, except when appearance is to object to the meeting due to lack of proper notice.

4. QUORUM. Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by proxy, shall be a quorum at all meetings of the membership for the transaction of business except for the election of directors, or as otherwise required by the Articles of Incorporation, or by these By-Laws.

If any meeting of the members cannot be organized due to a lack of quorum, the members who are present, either in person or by

proxy, may adjourn the meeting from time to time until a quorum is present.

When a quorum is present at any meeting, a majority of the voting interests present in person or by proxy shall be sufficient to decide any question brought before the meeting, unless express provisions of the Florida Statutes, the Declaration, the Articles of Incorporation, or these By-Laws require a larger percentage, in which case the larger percentage shall govern.

5. **VOTES.** An owner or owners of a single condominium parcel shall collectively be entitled to one (1) indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. A person or entity owning more than one condominium parcel may cast one vote for each condominium owned.

6. **PROXIES.** Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for such meeting or subsequently adjourned meeting thereof, but in no event for more than ninety (90) days. The proxy must be filed with the Association before or at the voter check-in immediately preceding the meeting. Members may vote by limited proxy substantially conforming to the limited proxy prescribed by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reducing or the waiver of reserves, waiver of financial statements, amendment of the Declaration, amendment of the Articles of

Incorporation or By-Laws, and any other matter for which the Florida Condominium Act requires a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required. No proxy, limited or general, shall be used in the election of Board members.

7. ORDER OF BUSINESS. The order of business at annual members' and other members' meetings, as applicable, shall be:

- (a) Call to order
- (b) At the discretion of the President, appointment by the President of a Chairman of the meeting (who need not be a member or a director)
- (c) Appointment of inspectors of election
- (d) Election of directors
- (e) Call of the roll certifying of proxies, and determination of quorum
- (f) Proof of notice of meeting or waiver of notice
- (g) Disposal of unapproved minutes
- (h) Reports of officers
- (i) Reports of committees
- (j) Unfinished business
- (k) New business
- (l) Adjournment

8. ACTION WITHOUT A MEETING. Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Condominium Act or the Articles of Incorporation or these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of the members may be dispensed with if all of the members who have been entitled to vote upon the action if such

meeting were held, shall consent in writing to such action being taken.

ARTICLE V

BOARD OF DIRECTORS

1. **NUMBER AND TERM.** The affairs of the Corporation shall be governed by a Board composed of not less than five (5) or more than seven (7) Directors, the exact number to be determined by the Board at the special meeting at which additional nominations are to be taken as required by law, or if not so provided, then not less than thirty-five (35) days prior to the election. All Directors shall be Members. Directors shall be elected by the voting interests of the Association on the date of the annual meeting. All directors shall be elected for a term of one (1) year. No change in the size of the Board shall serve to shorten a term of any Director.

The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Florida Condominium Act or resigns. A seat held by a Director who ceases to be an owner shall thereby automatically become vacant.

2. **ELECTION OF DIRECTORS.** The regular election shall occur on the date of the annual meeting.

2.a Notices. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to

each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the board of directors shall give written notice to the Secretary of the Association not less than 40 days before the scheduled election. Not less than 30 days before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The election of Directors shall occur on the same day as the annual meeting. The format of the notice and agenda shall comply with Article IV of these By-Laws.

2.b Voting. At the discretion of the Board of Directors, either ballots or a voting machine will be available for use by owners in connection with the election of Directors. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Directors and any such ballots improperly cast shall be deemed invalid.

2.c No Quorum. There is no quorum requirement for the election of Directors. An election is valid if at least twenty percent (20%) of the eligible voters cast a ballot. Elections shall be decided by a plurality of those votes cast. Write-in candidates are not permitted.

2.d Committees. The Board of Directors may appoint a search committee to encourage eligible persons to volunteer to serve on the Board.

3. **BOARD VACANCIES.** Vacancies on the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors to serve until the next election; provided that a Director who has been recalled by the membership, if the membership does not choose to fill the vacancy by election, may not be appointed to fill the vacancy created by his removal.

4. **ORGANIZATIONAL MEETING.** The organizational meeting of each newly-elected Board of Directors to elect officers shall be held immediately following the annual meeting, provided a quorum shall be present. The newly-elected Board may hold the organizational meeting at such other time as long as it is held within ten (10) days of the election.

5. **REGULAR BOARD MEETINGS.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or fax at least three days prior to the day named for such meeting.

6. **SPECIAL MEETINGS.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three day's notice of the meeting (except in an emergency) shall be given

personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

7. **WAIVER OF NOTICE.** Any Director may waive notice of any meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

8. **NOTICE TO OWNERS OF BOARD MEETINGS.** Notice of meetings shall specifically include an agenda, shall be posted conspicuously at the designated place for Association notices within the condominium properties, at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments.

Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be discussed, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall by rule designate a specific location on the condominium properties upon which all notices of Board meetings shall be posted, and shall notify the owners of same.

9. OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS.

Meetings of the Board of Directors and any committee thereof at which a majority of the members of the Board or committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items, provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements.

10. QUORUM. A quorum shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

11. PRESIDING OFFICER. The presiding officer at Directors' meetings shall be the President. In his absence, the Vice President

shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

12. **DIRECTOR COMPENSATION.** Directors shall not receive any compensation, but shall be entitled to reimbursement for expenses reasonably incurred.

ARTICLE VI

BOARD OF DIRECTORS

1. **POWER AND DUTIES.** All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Florida Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

1.a To adopt budgets.

1.b To make and collect assessments to defray the costs of the Association.

1.c To use the proceeds of assessments in the exercise of its powers and duties.

1.d To maintain, repair, replace and operate the Condominium property.

1.e To make and amend rules and regulations concerning the transfer, use, appearance, occupancy of the units, common

elements, and limited common elements subject to any limitations contained in the Declaration of Condominium.

1.f To reconstruct the common elements improvements and other portions of the Condominium properties after casualty and further improve the property.

1.g To approve or disapprove proposed transactions in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permitted by law, in connection with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements, in the manner provided by law.

1.h To enforce by legal means the provisions of applicable laws and the condominium documents, and to interpret said condominium documents, as the final arbiter of their meaning.

1.i To contract for management of the Condominium and delegate to such manager such powers as may be necessary in connection with the operation of the building.

1.j To carry insurance for the protection of the unit owner, Directors, Officers and the Association.

1.k To pay the costs of all utility services rendered to the Condominium and not billed to owners of individual units.

1.l To employ personnel and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

1.m To initiate and defend suits; make and execute contracts, deeds, notes, mortgages, and other evidence of indebtedness, leases and other instruments by its officers; to purchase, own, lease, convey and encumber real and personal property; and to grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

1.n To contract for products and services. All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services, shall be in writing. For such contract which requires payment exceeding five percent (5%) of the total annual budget, including reserves, except for contracts with employees of the Association, or attorneys, architects, engineers, and accountants, the Association shall obtain competitive bids. The Association need not accept the lowest bid.

If the products and services are needed as the result of an emergency or if the desired supplier is the only source of supply within the county serving the Association, this provision 1.n shall not apply.

The Association may opt out of the requirements of this provision 1.n, if two-thirds of the owners approve by a vote or limited proxy, a resolution specifically deleting the requirements of this provision 1.n.

1.o To impose fines, pursuant to the Florida Condominium Act, against a unit not to exceed the maximum permitted

by law, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of a continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00, or such maximum amount as is permitted by law, and all fine hearings shall be held before a committee of other unit owners as required by law.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Articles of Incorporation, By-laws, or Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Should the Association be required to initiate legal proceedings to collect a duly levied

fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee, incurred before trial, at trial, and on appeal.

1.p To appoint committees. All committees and committee members shall serve at the pleasure of the Board. All committees of the Association that are appointed to take action on behalf of the Board or make recommendations to the Board with regard to the budget shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings.

1.q To accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable Fire and Life Safety Code.

1.r To adopt hurricane shutter specifications for each building within the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

ARTICLE VII

OFFICERS

1. **ELECTION.** The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be 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. Assistant officers need not be Directors

2. **PRESIDENT.** The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall sign all contracts and other documents approved by the Board, and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

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

4. **SECRETARY.** The Secretary shall keep the minutes of all meetings of the Board and the members and shall attend to the distribution of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and affix same to instruments

requiring a seal when duly signed. The Secretary shall be the custodian of the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5. **TREASURER.** The Treasurer shall be the financial officer of the Association and shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the members, and keep the books of the Association in accordance with good accounting practices. The Treasurer shall perform all other duties incident to the office of the Treasurer of a corporation.

6. **OFFICERS' COMPENSATION.** The Officers shall not be compensated for services, but shall be entitled to reimbursement of reasonable expenses incurred.

7. **INDEMNIFICATION.**

7.a Generally. The Association shall indemnify any Officer, Director or Committee member who is a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is a Director, Officer or Committee member of the Association, for expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally

determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in the best interest of the Association, and, with respect to any criminal action or proceeding, that he should have had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Association, and with respect to any criminal action or proceeding, that he should have had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

7.b Duration. This indemnification shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

7.c Insurance. The Board shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, as a director, officer, employee or agent of another

corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

7.d Indemnification-Amendment. The provisions of this indemnification provision may not be amended without the approval, in writing, of all persons whose interests would be adversely affected by such amendment.

ARTICLE VIII

MINUTES AND RECORDS

Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days. All Association records, including records of all receipts and expenditures, as defined in the Florida Condominium Act, as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

ARTICLE IX

FISCAL MANAGEMENT

1. **BUDGET.** A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration

of the Condominium including insurance, management fees, if any, and may include expenses of in-house communications and security, and bulk cable television. The proposed budget shall include reserves per F.S. 718.112 (2) (f) (2) or as amended, which may later be waived by the owners. If the Association maintains limited common elements, with the cost to be shared only by those entitled to use the limited common elements, pursuant to a provision in the Declaration, the budget or schedule attached thereto shall show amounts budgeted therefor. The Board may elect to submit the question of waiving reserves to a unit owner vote at the annual meeting. Such waiver may be retroactive to the beginning of the fiscal year. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided below.

2. **MAILING.** A copy of the proposed annual budget or revised budget shall be mailed to the unit owners not less than 14

days prior to the Board meeting at which the budget will be considered together with a notice of the meeting.

3. **ASSESSMENTS.** The proportionate shares of the unit owners common expenses (assessments) may be made payable in advance in installments due not less than quarterly (as determined by the Board). The assessments shall become due on the first day of each such period, and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year in which the claim of lien was filed.

4. **SPECIAL ASSESSMENTS.** Assessments and time of payment for common expenses which are not provided for and funded by the budget, or an amendment to the budget, may be made by the Board of Directors. Notice of the Board meeting at which such special assessments shall be considered shall be posted and mailed or delivered to each unit owner not less than fourteen (14) days prior to the meeting. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

5. **ASSESSMENT ROLL.** The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

6. **LIABILITY FOR ASSESSMENT AND CHARGES.** A unit owner is liable for all assessments and charges which come due while owning the unit. The unit owner and owner's grantees are jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common element, or Association property, or by abandonment of the unit for which the assessments are made.

Where an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments or charges which became due prior to acquisition of title as provided in the Florida Condominium Act, as amended from time to time.

7. **LIENS FOR ASSESSMENTS AND CHARGES.** The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeal, shall

be secured by a lien upon the unit and all appurtenances thereto when a claim of the lien has been recorded by the Association in accordance with the requirements of the Florida Condominium Act, as amended from time to time.

Unpaid charges which are due together with costs, interest, late fees, and reasonable attorney's fees, including appeal, for collection shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8. COLLECTION AND LATE FEES. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before said ten days shall bear interest at the highest lawful rate from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for each delinquent installment that is late, or such greater amount authorized by the Florida Condominium Act, as amended from time to time. Any payment shall be applied first to interest, then any late fee, then to any costs and reasonable attorney's incurred, and then to the assessment payment first due.

9. COLLECTION--SUIT. The Board, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida. The Association shall be entitled to recover the payments which are

delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration, plus interest thereon, and all costs, including reasonable attorneys' fees, including appeal. The Association must give notice of its intention to foreclose the lien by delivery or certified mail to the unit owner, as provided by law.

10. **ACCOUNTS.** All sums collected shall be credited to the respective accounts from which the expenses for the assessments or charges are made.

The depository for the Association funds shall be an insured Federal or State bank or savings and loan association as designated from time to time by the Directors. All checks or demands for money shall be signed by any two (2) such persons as are authorized by the Board of Directors.

11. **COMMINGLING OF FUNDS PROHIBITED.** All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may be commingled for purposes of an investment, but separate ledgers must be maintained for each account. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431, or with those of any other entity.

12. **FINANCIAL REPORTS.** A complete financial report of actual receipts and expenditures of the Association shall be

made annually which shall comply with Rule 61B-22.061, Florida Administrative Code (1993), or as amended, and with the Florida Condominium Act, as amended, as determined in the Rule based upon the amount of the Association's budget from time to time.

13. **FIDELITY BONDS.** The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association, and the President, Secretary, and Treasurer. The minimum principal sum of \$50,000 per person or such other amount provided by law for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

ARTICLE X

AMENDMENTS OF BYLAWS

Amendments to the By-Laws shall be adopted in the following manner:

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

An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests.

A resolution or written agreement adopting a proposed amendment must receive approval of two-thirds (2/3) of the voting interests of the association present (in person or by proxy) at a duly noticed meeting of the association or by the written agreement of two-thirds (2/3) of the voting interests of the Association. Amendments correcting errors or omissions may be adopted by the Board alone.

An amendment, when adopted, shall become effective only after being recorded in the Pinellas County Official Records according to law.

These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Articles of Incorporation, or the Florida Condominium Act, as amended from time to time. The Board of Directors, without a vote of the owners, may adopt by majority vote amendments to these By-Laws as the Board deems necessary or advisable to comply with or take advantage of such operational changes as may be contemplated by future amendments to chapters 607, 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations regulating the operation of the Association.

Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. 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 BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

ARTICLE XI

MANDATORY ARBITRATION OF DISPUTES

Prior to the institution of court litigation, disputes, as defined in the Florida Condominium Act between the Board and unit owners, must be arbitrated in mandatory non-binding arbitration proceedings as required by the Florida Condominium Act.

ARTICLE XII

FAIR HOUSING ACT

The Declaration of Condominium, as amended, for FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC. contains an age restriction requiring that at least one member of each household residing within any unit be fifty-five (55) years of age or older and households where no person is fifty-five (55) years of age or older are prohibited. Further, any person under the age of eighteen (18) years is prohibited from residing upon the property. The age restrictions shall not apply to guests if the guest does not stay longer than ninety (90) total days per year.

Exceptions to the age restrictions may be made on a case by case basis by the Board of Directors of the Association; provided, however, at least eighty (80) percent of the households in the Condominium, newly occupied after September 13, 1988 (whether by

resale, new homes or otherwise), are occupied by at least one person fifty-five (55) years of age or older per household.

The Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in the Condominium only in extreme cases, such as surviving spouses or heirs, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than eighty (80) percent of the units in the community having less than one resident fifty-five (55) years of age or older, it being the intent that at least eighty (80) percent of the units shall at all times have at least one resident fifty-five (55) years of age or older.

The Board shall establish additional policies and procedures and rules and regulations, as necessary, for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforestated percentages of adult occupancy. This restriction shall apply to new occupancy of units, beginning with the date of the recording of this amendment.

The owner(s) of a unit shall be considered the permanent occupant(s) of the unit unless:

- (a) the unit is leased or rented in which case the approved tenant(s) shall be considered the permanent occupant(s), or

- (b) the owner(s) are absent from the unit and allow the unit to be occupied by guests, including non-custodial family members, such as grown children, or other persons for longer than ninety (90) consecutive days, in which event the occupants, or guests, in possession shall be considered the permanent occupant(s), or
- (c) the owner(s) are not in possession of the unit, the owner(s) have not left personal possessions in the unit, such as furniture or clothing, or the unit is vacant and available for rent or sale as evidenced by advertising for same, in which event the unit shall be deemed not to have a permanent occupant and shall be considered vacant for purposes of applying applicable standards under the Fair Housing Act amendments of 1988.

When a unit is owned by a corporation, partnership, trust or any entity other than natural persons, said unit owner shall be considered the permanent occupant or resident of the unit, unless the unit is subject to a lease or other occupancy which may qualify as stated above.

In addition, significant facilities and services specifically designed to meet the physical or social needs of older persons are available in the community. The Board of Directors shall establish additional policies and procedures and rules and regulations, as it deems appropriate, for the purposes of assuring that the facilities and services are available and maintained at all times. The Association intends that FIVE TOWNS OF ST. PETERSBURG, NO. 302,

INC. shall be a community which falls within the provisions of this exemption to the Fair Housing Act.

In the case of handicapped persons, handicapped aids required for their use in common areas may be approved by the Association. However, any construction costs incurred in the providing of such aids, and the removal of such aids when no longer required, will be charged to the handicapped person.

ARTICLE XIII

PROPOSED RESIDENT PROCEDURE

All applicants for purchase, lease or other transfer shall submit an application for approval to the Board of Directors on forms to be provided by the Board. Together with the presentation of the fully-completed application package, and any other documentation which may be required by the Board of Directors, the applicant may be required to pay to the Association a transfer fee in such amount as the Board may determine from time to time, per applicant, other than husband and wife, who are considered one applicant. All applicants shall be required to meet with the screening committee, appointed by the Board of Directors, prior to the time of occupancy of the unit. Approval shall not be given unless and until any transfer fee which is required has been paid, all other documentation requested by the Board of Directors has been furnished by the applicants, and the applicants have met with the screening committee.

ARTICLE XIV

HOUSE RULES AND REGULATIONS

In addition to the provisions of the Declaration of Condominium, the Articles of Incorporation of the Association and of these Amended By-Laws, the following House Rules and Regulations shall govern the use of the condominium units and common elements and the conduct of all owners and residents of the FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC. Condominium.

1. The condominium units shall be used for residential purposes only.

2. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

3. The use of the condominium units shall be consistent with existing law and these restrictions, and so long as such use does not constitute a nuisance.

4. Condominium units may not be used for business use or for any commercial use whatsoever.

5. No children under the age eighteen (18) years shall be permitted to live as permanent residents in the condominium units; provided, however, that nothing herein shall prevent owners from having children as visitors or guests for a limited period of time. All owners and occupants shall comply with the age restriction requirement set forth in the Declaration of Condominium, as amended.

6. Common elements shall not be obstructed, littered, defaced or misused in any manner.

7. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.

8. Parking spaces may be used in accordance with the allocations designated from time to time by the Association. Parking shall be limited to passenger automobiles, passenger station wagons or minivans in the parking space allotted. No commercial vehicle or trucks will be permitted. The Board of Directors shall have the final authority to determine if a vehicle is a permitted vehicle.

9. Washing of vehicles is not permitted with a hose; washing of vehicles with a bucket and water is permitted.

10. Owners, in the walking of their dogs or cats, shall only use the area so designated as pet walking areas. The walking of pets shall be strictly prohibited on any other portion of the condominium property.

11. All vehicles parked on the condominium properties shall be in operable condition. If a resident is going to be away from the condominium for more than thirty (30) days, prior to departure, keys to any vehicle(s) to be left on the condominium properties, shall be given to the Association or its representative.

The foregoing were adopted as the Amended and Restated By-Laws
of, FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC., on this / day

of June 1995.

 Exhel Young
President

jrc\fivetown\b1302



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

July 6, 1995

LAURA J. RAYBURN/JOSEPH R. CIANFRONE
RAYBURN, LERNER & CIANFRONE
1968 BAYSHORE BLVD.
DUNEDIN, FL 34698

Re: Document Number 726342

The Articles of Amendment to the Articles of Incorporation of FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC., a Florida corporation, were filed on July 5, 1995.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Karen Gibson
Corporate Specialist
Division of Corporations

Letter Number: 995A00032672

PREPARED BY AND RETURN TO:
Laura J. Rayburn
Rayburn, Lerner & Cianfrone
1968 Bayshore Blvd.
Dunedin, FL 34698
(813) 733-2154

EXHIBIT "B"
SCHEDULE OF AMENDED
ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation. We hereby certify that the attached amendment to the Articles of Incorporation of FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC., a corporation not-for-profit, organized pursuant to the laws of the State of Florida, was duly adopted by the members by a vote in excess of the required three-fourths of the total membership, in a meeting held on the 25 day of April, 1995.

IN WITNESS WHEREOF, we have affixed our hands this 1st day of June, 1995, at St. Petersburg, Pinellas County, Florida.

(SEAL)
FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.

By: Ethel Young
Ethel Young, President

Witnesses:

Chas F. Croome
Thomas M. Graham

Attest: Jeannette Hitchens
Jeannette Hitchens, Secretary

FILED
95 JUL -5 AM 9:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Ethel Young and Jeannette Hitchens to me known to be the

President and Secretary, respectively, of FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC. and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of June 1995.

Frances E. Lewis
Notary Public

FRANCES E. LEWIS
Printed Name

My commission expires:



AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.

ADDITIONS INDICATED BY UNDERLINING
DELETIONS INDICATED BY ~~STRIKING THROUGH~~

FILED
95 JUL -5 AM 9:08
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

VIII.

The By-Laws of the corporation are to be made, altered or rescinded by a ~~three fourths (3/4)~~ two thirds (2/3) vote of the members of this corporation.

XIII.

~~In the event this corporation shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, including, but not limited to, the provisions of the Service and Maintenance Agreement as it may pertain to this corporation, then the said corporation shall revert back to the original incorporators or their designated attorney in fact for purposes of reactivating said corporation by electing new officers and directors of this condominium as provided for in these Articles of Incorporation and the By Laws of this corporation.~~

(Entire paragraph is deleted.)

AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.

ADDITIONS INDICATED BY UNDERLINING
DELETIONS INDICATED BY ~~STRIKING THROUGH~~

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