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MERGER OR SHARE EXCHANGE

Veterans Park Commons Commercial Condominium Associa

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PAGE 02/03



February 29, 2008

FLORIDA DEPARTMENT OF STATE

Division of Corporations

VETERANS PARK COMMONS COMMERCIAL CONDOMINIUM ASSOCIATIO
C/O INTEGRATED PROPERTY MANAGEMENT
3435 10TH ST N 201
NAPLES, FL 34103

SUBJECT: VETERANS PARK COMMONS COMMERCIAL CONDOMINIUM ASSOCIATION, INC.
REF: N00000006716

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The date of adoption by the members of VETERANS PARK COMMONS OFFICE BUILDING I CONDOMINIUM ASSOCIATION, INC. is required. Or, if there are no members or members entitled to vote, a statement of such fact.

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Susan Payne
Senior Section Administrator

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ARTICLES OF MERGER

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VETERANS PARK COMMONS COMMERCIAL CONDOMINIUM ASSOCIATION, INC.
(f/k/a The Centre at Veterans Park Commercial Condominium Association, Inc.)

&

VETERANS PARK COMMONS OFFICE BUILDING I CONDOMINIUM ASSOCIATION, INC.
(f/k/a The Centre at Veterans Park Office Building I Condominium Association, Inc.)

&

VETERANS PARK COMMONS OFFICE BUILDINGS CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.1101 of the Florida Not For Profit Corporations Act, the undersigned corporations affirm and adopt the following Articles of Merger for the purpose of merging Veterans Park Commons Office Building I Condominium Association, Inc. (f/k/a The Centre at Veterans Park Office Building I Condominium Association, Inc.) and Veterans Park Commons Office Buildings Condominium Association, Inc. (the "Dissolving Associations") into Veterans Park Commons Commercial Condominium Association, Inc. (f/k/a The Centre at Veterans Park Commercial Condominium Association, Inc.) (the "Surviving Association").

Plan of Merger

The Agreement and Plan of Merger ("Agreement") setting forth the terms and conditions of the merger of the Dissolving Associations into the Surviving Association is attached to these Articles as "Exhibit A" and is incorporated herein by this reference.

Adoption and Approval of Plan

The Agreement and Plan of Merger has been duly approved as follows:

(1) By the Board of Directors of Veterans Park Commons Commercial Condominium Association, Inc. at a meeting held on the 23rd day of October, 2007 and by the membership of that Association at a meeting held on the 23rd day of October, 2007.

(2) By the Board of Directors of Veterans Park Commons Office Building I Condominium Association, Inc. at a meeting held on the 23rd day of October, 2007. Veterans Park Commons Office Building I Condominium Association, Inc. does not have members

(3) By the Board of Directors of Veterans Park Commons Office Buildings Condominium Association, Inc. at a meeting held on the 23rd day of October, 2007 and by the membership of that Association at a meeting held on the 23rd day of October, 2007.

Effective Date

The Merger shall become effective upon the filing of these Articles in the offices of the Florida Department of State, Division of Corporations.

Surviving Entity

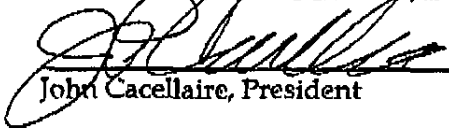
The surviving entity shall be Veterans Park Commons Commercial Condominium Association, Inc., a Florida corporation not for profit, having a principal office at 1865 Veterans Park Drive, Naples, Florida 34109. Document / Registration No. N00000006716.

Governing Documents

The Articles of Incorporation and Bylaws following the merger shall be the Amended and Restated Articles of Incorporation of Veterans Park Commons Commercial Condominium Association, Inc. and the Amended and Restated Bylaws of Veterans Park Commons Commercial Condominium Association, Inc., both of which are attached to and incorporated into the Agreement and Plan of Merger.

IN WITNESS WHEREOF, the Constituent Associations have caused these presents to be signed by their respective officers duly authorized by the respective Boards of Directors and Members of each corporation.

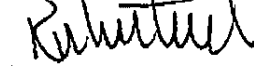
VETERANS PARK COMMONS COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.


John Cacellaire, President

Attest:


Rob Cuccinello, Secretary

VETERANS PARK COMMONS OFFICE BUILDING
CONDOMINIUM ASSOCIATION, INC.


Ray Montecalvo, President

Attest:


Michael Adams, Secretary

VETERANS PARK COMMONS OFFICE BUILDING I
CONDOMINIUM ASSOCIATION, INC.


Ray Montecalvo, President

Attest:


Michael Adams, Secretary

Exhibit A
Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN:**

VETERANS PARK COMMONS COMMERCIAL CONDOMINIUM ASSOCIATION, INC.
(f/k/a The Centre at Veterans Park Commercial Condominium Association, Inc.)

&

VETERANS PARK COMMONS OFFICE BUILDING I CONDOMINIUM ASSOCIATION, INC.
(f/k/a The Centre at Veterans Park Office Building I Condominium Association, Inc.)

&

VETERANS PARK COMMONS OFFICE BUILDINGS CONDOMINIUM ASSOCIATION, INC.

This Agreement and Plan of Merger ("Agreement") is made pursuant to the relevant provisions of Chapter 617, Florida Statutes, the "Florida Not For Profit Corporation Act", on this 23rd day of October, 2007 by and between **VETERANS PARK COMMONS COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit (f/k/a The Centre at Veterans Park Commercial Condominium Association, Inc.) having a principal office at 1865 Veterans Park Drive, Naples, Florida 34109 (the "Surviving Association") and the following corporations (the "Dissolving Associations"):

VETERANS PARK COMMONS OFFICE BUILDING I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (f/k/a The Centre at Veterans Park Office Building I Condominium Association, Inc.) having a principal office at 1865 Veterans Park Drive, Naples, Florida 34109; and

VETERANS PARK COMMONS OFFICE BUILDINGS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit having a principal office at 1865 Veterans Park Drive, Naples, Florida 34109.

The Surviving Association and the Dissolving Associations are sometimes referred to collectively herein as the "Constituent Associations."

RECITALS

WHEREAS, on March 20, 2000, a two-unit condominium ("Commercial Condominium") was created upon the recording of that certain Declaration of Condominium of The Centre at Veterans' Park, a Commercial Condominium, in Official Records Book 2652, Page 3004 of the Public Records of Collier County, Florida ("Commercial Declaration");

WHEREAS, pursuant to the Commercial Declaration, the Surviving Association was charged with the responsibility of operating the Commercial Condominium;

WHEREAS, on October 2, 2000, the Surviving Association was created upon the execution of the Articles of Incorporation for The Centre at Veterans Park Commercial Condominium Association, Inc.;

WHEREAS, on February 19, 2004, a separate condominium ("Office Building Condominium") was created upon Unit 2 of the Commercial Condominium upon the recording of that certain Declaration of Condominium of Veterans Park Commons Office Buildings, a Condominium, in Official Records Book 3504, Page 1990 of the Public Records of Collier County Florida ("Office Building Declaration");

WHEREAS, pursuant to the Office Building Declaration, Veterans Park Commons Office Buildings Condominium Association, Inc. is charged with the responsibility of operating the Commercial Condominium;

WHEREAS, on December 17, 2003, Veterans Park Commons Office Buildings Condominium Association, Inc. was created upon the execution of the Articles of Incorporation for Veterans Park Commons Office Buildings Condominium Association, Inc.;

WHEREAS, on September 13, 2000, Veterans Park Office Building I Condominium Association, Inc. was created upon execution of the Articles of Incorporation for Veterans Park Commons Office Building I Condominium Association, Inc. for the purpose of operating Veterans Park Office Building I, a Condominium;

WHEREAS, Veterans Park Office Building I, a Condominium, was never formed, but the incorporator of the Constituent Associations utilized Veterans Park Office Building I Condominium Association, Inc. to manage and operate Veterans Park Commons Office Buildings, a Condominium; and,

WHEREAS, the Boards of Directors of the Constituent Associations have met and determined that simplicity and economy of operation of the Commercial Condominium and Office Building Condominium will be enhanced by the merger of the aforementioned corporations;

WITNESSETH

NOW, THEREFORE, be it resolved that pursuant to the relevant provisions of the Florida Not For Profit Corporation Act, the following Agreement and Plan of Merger is hereby adopted.

1. Merger of Associations, Not Condominiums. The Dissolving Associations shall merge into the Surviving Association. The condominiums themselves are not being merged.

2. Surviving Association. The Surviving Association shall become the condominium association that operates the Commercial Condominium in accordance with the Commercial Declaration and the Office Building Condominium in accordance with the Office Building Declaration. Upon the merger, the Surviving Association shall assume all the powers, rights, duties, assets and liabilities of the Dissolving Associations.

3. Principal Office. The principal office of the Surviving Association, shall remain at 1865 Veterans Park Drive, Naples, Florida 34109.

4. Declaration. This Agreement and Plan of Merger shall require the record holders of title to units within the Office Building Condominium to adopt amendments to the Office Building Declaration, which are attached to this Agreement and Plan of Merger as "Exhibit A".

5. Articles of Incorporation. The Articles of Incorporation of the Surviving Association shall be the Amended and Restated Articles of Incorporation attached to this Agreement and Plan of Merger as "Exhibit B".

6. Bylaws. The Bylaws of the Surviving Association shall be the Amended and Restated Bylaws attached to this Agreement and Plan of Merger as "Exhibit C".

7. Directors and Officers. The directors of the Surviving Association shall be elected at the meeting of the members of the Surviving Association at which this Agreement and Plan of Merger are ratified by the members. The officers of the Surviving Association shall be appointed by the Board at the organizational meeting following the meeting of the members.

8. Ratification by Members. This Plan of Merger has been ratified and approved by the members of each of the Constituent Associations as required by law. Execution of the Articles of Merger and this Agreement and Plan of Merger by officers of each Constituent Association shall constitute a representation and certification that such ratification and approval has been obtained.

9. Effective Date of Merger. This merger shall become effective on the last to occur of the following dates:

a. The date the Articles of Merger are filed in the offices of the Florida Department of State, Division of Corporations.

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b. The date the Amended and Restated Articles of Incorporation and Bylaws of the Surviving Association are recorded in the Public Records of Collier County, Florida.

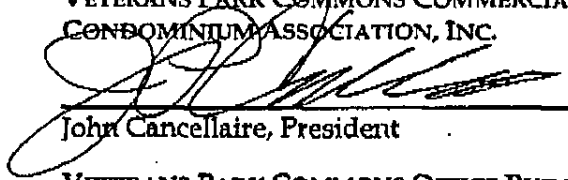
c. The date the amendments to the Office Building Condominium are recorded in the Public Records of Collier County, Florida.

10. Effect of Merger. When the merger becomes effective, the separate existence of the Dissolving Associations shall cease, except as may be required for carrying out the purposes of this Plan of Merger or as continued by statute. All of the rights, privileges, powers, franchises, assets, causes of action, and interests of any kind whatsoever of the Dissolving Associations, including all debts due on any and all accounts, shall in effect become the property of the Surviving Association and shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens on the property of the Constituent Associations shall be preserved unimpaired, and all debts, liabilities, and duties of the Dissolving Associations shall henceforth attach to the Surviving Association and may be enforced against it to the same extent as if those debts, liabilities, and duties initially had been incurred or contracted by the Surviving Association.

11. Execution. The Articles of Merger and this Agreement and Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

IN WITNESS WHEREOF, the Constituent Associations have caused these presents to be signed by their respective officers duly authorized by the respective Boards of Directors and Members of each corporation.


VETERANS PARK COMMONS COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.


John Cancellaire, President

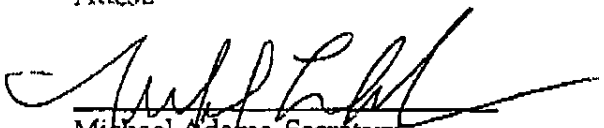
Attest:


Rob Cuccinello, Secretary

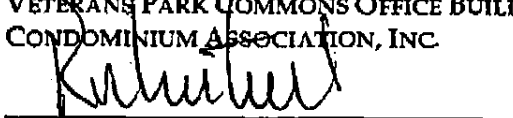
VETERANS PARK COMMONS OFFICE BUILDING
CONDOMINIUM ASSOCIATION, INC.


Ray Montecalvo, President

Attest:


Michael Adams, Secretary

VETERANS PARK COMMONS OFFICE BUILDING I
CONDOMINIUM ASSOCIATION, INC.


Ray Montecalvo, President

Attest:


Michael Adams, Secretary

Exhibit A

Amendments to Declaration of Condominium of
Veterans Park Commons Office Buildings, a Condominium

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**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
VETERANS PARK COMMONS OFFICE BUILDINGS, A CONDOMINIUM**

The Declaration of Condominium of Veterans Park Commons Office Buildings, a Condominium ("Declaration") shall be further amended as shown below:

NOTE: New language is underlined; language being deleted is ~~struck through~~.

1. Section 3.3 of the Declaration, entitled "Association," shall be amended as follows:

3.3 ASSOCIATION - The Condominium Association which is responsible for the operation of the Condominium. The name of the Condominium Association is Veterans Park Commons Office Buildings Commercial Condominium Association, Inc., a not-for-profit Florida corporation. The Association is also responsible for the operation of The Centre at Veterans' Park, a Commercial Condominium.

2. Section 3.13 of the Declaration, entitled "Condominium Property," shall be amended as follows:

3.13 CONDOMINIUM PROPERTY - The real and personal property, both tangible and intangible, that is subjected to Condominium ownership by this Declaration, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3. Section 10.2 of the Declaration, entitled "Membership," shall be amended as follows:

10.2 MEMBERSHIP - The membership of the Association shall ~~be consist of~~ the record owners of legal title to Units. And record owners of legal title to a Unit in The Centre at Veterans' Park, a Commercial Condominium.

4. Section 17.1 of the Declaration, entitled "Requirements," shall be amended as follows:

17.1 REQUIREMENTS - An amendment may be proposed either by the Board of Directors or by at least twenty-five percent (25%) of the Voting Interests of the Association Unit Owners, and may be considered at any meeting of the Unit Owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment in compliance with Section 718.110 of the Condominium Act. Passage shall be evidenced by a certificate containing a copy of the amendment executed in recordable form by the President or Vice President of the Association and certifying that the amendment has been approved by the required percentage of the ~~Voting Interests~~ Unit Owners, and the separate written joinder or mortgagees where required and shall include the recording

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data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records of Collier County;

5. Section 17.3 of the Declaration, entitled "Regular Amendments," shall be amended as follows:

17.3 **REGULAR AMENDMENTS** - Unless otherwise provided in this Declaration, amendments may be enacted by a favorable vote or approval of at least two-thirds (2/3rds) of the Unit Owners holding at least two-thirds (2/3rds) of the total Voting Interests of the Association.

6. Section 19.1 of the Declaration, entitled "By Agreement," shall be amended as follows:

19.1 **BY AGREEMENT** - The Condominium may be caused to be terminated at any time by written agreement of at least three-fourths (3/4ths) of the Unit Owners holding at least three-fourths (3/4ths) of the total Voting Interest.

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Exhibit B

**Amended and Restated Articles of Incorporation of
Veterans Park Commons Commercial Condominium Association, Inc.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VETERANS PARK COMMONS COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.**

*Substantial rewording of Articles of Incorporation.
See previous Articles of Incorporation for previous text.*

These are the Amended and Restated Articles of Incorporation for Veterans Park Commons Commercial Condominium the Association, Inc. originally filed with the Florida Department of State the 10th day of October, 2000, under Charter Number N00000006716. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2006).

1. NAME. The name of the corporation shall be VETERANS PARK COMMONS COMMERCIAL CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. PURPOSE. The purpose for which the Association is organized is to manage, operate and maintain two (2) condominiums known as The Centre At Veterans Park, a Commercial Condominium and Veterans Park Commons Office Building, a Condominium and certain Association Property. Said Condominiums shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual owners of parcels within said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time as authorized by the respective Declarations of said Condominiums and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums; all as agents of the Owners of the Condominium Parcels of the said Condominiums.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium of The Center at Veterans Park recorded in the Public Records of Collier County, Florida, and in the Declaration of Condominium of Veterans Park Commons Office Building re-recorded in the Public Records of Collier County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include and be governed by the following powers:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles or of the Florida Condominium Act ("Act").

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4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act and except as limited by these Articles (as they may be amended from time to time), the Bylaws (as they may be amended from time to time), and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to the Declarations and as they may be amended from time to time including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominiums or Association Property.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Properties, Association Property or any other property acquired or leased by the Association for use by Unit Owners.

4.2.4 To purchase insurance upon the Condominium Properties and insurance for the protection of the Association, its officers, Directors, and members as Unit Owners.

4.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Properties and Association Property for the health, comfort, safety, and welfare of the Unit Owners, and for the administration of the Association.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declarations.

4.2.7 To enforce by legal means the provisions of the Act, the Declarations, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Properties and Association Property.

4.2.8 To contract for the management of the Condominiums and Association Property and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominiums and Association.

4.2.10 Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declarations, these Articles and the Bylaws.

4.4 Distribution of income. The Association shall make no distribution of income to its members, Directors or officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the Bylaws.

5. MEMBERS. The members of the Association shall consist of all of the record Owners of Units in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were members at the time of the termination and their successors and assigns.

5.1 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declarations and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.3 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. Directors must be members of the Association.

8.2 Duties and powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.

8.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

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9. **BYLAWS.** The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. **AMENDMENTS.** These Articles may be amended in the following manner:

10.1 **Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

10.2 **Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

10.3 **Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of a majority of the voting interests of the Association at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

10.5 **Effective Date.** An amendment when adopted shall become effective after being recorded in the Collier County Public Records according to law and filed with the Secretary of State according to law.

10.6 **Automatic Amendment.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations of Condominium. Whenever Chapter 718, Florida Statutes (2006) Chapter 617, Florida Statutes (2006) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements.

10.7 **Proviso.** Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. **REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT.** The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

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Exhibit C

Amended and Restated Bylaws of
Veterans Park Commons Commercial Condominium Association, Inc.

AMENDED AND RESTATED BYLAWS

OF

**VETERANS PARK COMMONS COMMERCIAL
CONDOMINIUM ASSOCIATION, INC.**

*Substantial rewording of Bylaws.
See previous Bylaws for previous text.*

1. IDENTITY. These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Veterans Park Commons Commercial Condominium Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering The Center at Veterans' Park, a Commercial Condominium and Veterans Park Commons Office Building, a Condominium (hereinafter "the Condominiums") which are located at 1865 Veterans Park Drive, Naples, Collier County, Florida, upon the lands described in the Declarations of Condominium. (The corporation may hereafter be referred to as the "Association.")

1.1 Office. The office of the Association shall be at 1865 Veterans Park Drive, Naples, Florida 34109, or such other location within Collier County, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and 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. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declarations of Condominium for the Condominiums and the Condominium Act.

2. MEMBERS' MEETINGS.

2.1 Annual Meetings. Annual members' meetings shall be held at such convenient location in Collier County as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the

President or Secretary within a reasonable time of receipt of written notice from 25% of the voting interests of the Association (or 25% of the Unit Owners of the Condominium, where appropriate). Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j), Florida Statutes (2006), as amended from time to time.

2.3 Notice of Members' Meetings. Notice of all members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Unit Owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(2), Florida Statutes (2006), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 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 person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall 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 (if provided by the candidate), no larger than 8½ 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.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Units must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

2.4.4 It is the intention of this Article 2.4 to "opt out" of the statutory election procedures found at Section 718.112(2)(d), Florida Statutes (2006). To this end, the Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws relative to election procedures is sufficient.

2.5 Quorum/Voting. A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the Association (or a majority of the Voting Interests of the Condominium, as appropriate). Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may by Chapter 718, Florida Statutes (2006) or the Condominium Documents (as defined within Section 12.1 hereof) require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes (2006), or the Condominium Documents shall govern. To the extent lawful, Unit Owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the Unit Owner duly approved the action of the meeting in question.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any partner may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee or beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

2.7 Proxies. Votes may be cast in person or by proxy. Only Unit Owners may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof Except as specifically otherwise provided by law, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted 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 reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes (2006) requires or permits a vote of the Unit Owners. Provided, however, that it is the intention of this provision to "opt-out" of the requirements of the Statute to the extent that Unit Owners who are given the opportunity to vote by limited proxy, but declined to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8 No Quorum. If any meeting of members cannot be organized because a quorum is not present, or if insufficient voting interests are represented to approve a proposed item of Association business, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 Order of Business: The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

- 2.9.1 Call to order by the President;
- 2.9.2 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);
- 2.9.3 Appointment by the Chair of inspectors of election;
- 2.9.4 Election of Directors;
- 2.9.5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- 2.9.6 Proof of notice of the meeting or waiver of notice;
- 2.9.7 Disposal of unapproved minutes;
- 2.9.8 Reports of officers;
- 2.9.9 Reports of committees;

2.9.10 Unfinished business;

2.9.11 New business;

2.9.12 Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

2.11 Class Quorums and Voting. The Unit Owners in each of the Condominiums shall constitute a separate voting category and the membership of each category shall be entitled to vote upon matters having an effect solely upon its interests, as determined by the Declaration of Condominium. The Board of Directors shall, in all instances, determine which categories shall be entitled to vote upon matters, and the Board's determination shall be binding and final, provided, however, that the Board's determination must be made in good faith and have a reasonable basis.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be Unit Owners. When a Unit is owned by a corporation, a partnership, trust or similar entity, any officer, partner or trustee or beneficiary, respectively, shall be presumed to be eligible for Board membership unless said corporation, partnership, trust or similar entity shall submit instructions to the Association to the contrary. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. 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 Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2 Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the

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membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.

3.4 Regular 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, electronic mail, telephone, or facsimile at least two (2) days prior to the day named for such meeting.

3.5 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 two (2) days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

3.6 Waiver of Notice. Any Director may waive notice of a 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.

3.7 Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Unit Owners, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. 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. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be considered, shall be mailed or delivered (including electronic delivery as provided by law) to the Unit Owners and posted conspicuously as provided in Section 2.3 of these Bylaws not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

3.8 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Unit Owners. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner

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of Unit Owner statements. Unless otherwise provided by the Board, each Unit Owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Unit Owner observation.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two (2) Board members. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) 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, 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 or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents 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. The powers of the Directors shall include, but shall not be limited to, the following:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3 To Maintain The Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the

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Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declarations of Condominium, and to charge a pre-set fee, not to exceed the maximum permissible by law, in connection with such right of 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 or Association Property, in the manner provided by law.

4.7 To Enforce. The Directors may 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.

4.8 To Contract. The Directors may contract for management, maintenance, and operation of the Condominiums and the Association.

4.9 To Insure. The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declarations of Condominium and Chapter 718, Florida Statutes (2006), both as amended from time to time.

4.10 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominiums and Association Property and not billed to Owners of individual Units.

4.11 To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.13 To Deal in Real and Personal Property and Borrow Money. The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, Leases, and other instruments by its officers and to purchase, own, Lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominiums.

4.14 To Enter Into Contracts 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. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section. The Association may opt out of competitive bidding requirements, by a Unit Owner vote, in the manner provided by law.

4.15 To Levy Fines. The Directors may, pursuant to Section 718.303, Florida Statutes (2006), impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.15.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

4.15.3 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. The hearing shall be held before a Committee of other Unit Owners. If the Committee does not agree with the fine, the fine may not be levied. 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 (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Unit.

4.16 To Appoint Committees. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in the Section 718.103(7), Florida Statutes (2006) shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

4.18 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominiums 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, provided that the Board may condition approval upon the Unit Owner's agreement to execute appropriate documentation regarding same.

4.19 To Exercise Emergency Powers. In the event of any "emergency" as defined in Section 4.19.8 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2006), and Section 617.0303, Florida Statutes (2006).

4.19.1 The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

4.19.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.19.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4.19.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

4.19.5 The Board may use reserve funds to meet Association needs.

4.19.6 Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

4.19.7 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.19.8 For purposes of this Section only, an "emergency" exists only during a period of time that the condominiums, or the immediate geographic area in which the condominiums are located, is subjected to:

4.19.9 a state of emergency declared by local civil or law enforcement authorities;

4.19.10 a hurricane warning;

4.19.11 a partial or complete evacuation order; federal or state "disaster area" status; a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

4.19.12 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

4.20 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

5. OFFICERS.

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5.1 Executive Officers. 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 peremptorily 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.

5.2 President - Powers and Duties. The President shall be the chief executive officer of the Association, 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 have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President - Powers and Duties. 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 generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary - Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He 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.

5.5 Treasurer - Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. INDEMNIFICATION.

6.1 Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in

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connection with such action, suit, or proceeding, unless (i) 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 or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) 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 or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, 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.

6.2 Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and 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.

6.5 Insurance. The Association 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, or 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.

6.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

6.7 Delegation. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Unit Owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12), Florida Statutes (2006), 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.

8. FISCAL MANAGEMENT. Shall be in accordance with the following provisions:

8.1 Budget. The budget shall be adopted by the Board. Proposed annual budgets of Common Expenses for the Condominiums shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominiums. The proposed budgets may also include expenses of security, in-house communications, Directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budgets shall include reserves per Section 718.112(2)(f)2, Florida Statutes (2006), as amended from time to time, the funding of which may be waived or reduced by the Owners. 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 at a duly called meeting of the Association, or by the written approval of a majority of the voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all 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 in Article 8.2 hereof. If an adopted budget requires Assessments against the Unit Owners in any fiscal or calendar year which exceed 115 percent of the Assessments for the preceding year, the Board upon written application of 10 percent of the voting interests to the Board, shall call a special meeting of the Unit Owner within 30 days upon not less than 10 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget is adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated

expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Properties or Association Property must be excluded from the computation.

8.2 Mailing. A copy of the proposed annual budget shall be mailed or hand-delivered to the Unit Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

8.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and 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 for which the claim of lien was filed.

8.4 Special Assessments. Assessments for Common Expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Article 3.7 hereof, except in the event of an emergency. 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.

8.5 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 the Association 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.

8.6 Liability for Assessments and Charges. A Unit Owner shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments are due. Where a 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, Charges, or share of the Common Expenses which became due prior to acquisition of title as provided in the Florida Condominium Act (2006).

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8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9 Collection - Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law 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 or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to fines, then to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the Assessment payment first due.

8.10 Collection - Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event 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 or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, Lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

8.11 Accounts. All sums collected from Assessments or Charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or Charges are made.

8.12 Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association

funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

8.13 Commingling of Funds. All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2006), as amended from time to time, 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 Section 468.431, Florida Statutes (2006), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.14 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, Florida Administrative Code (2006), as amended from time to time, and with Section 718.111(13), Florida Statutes (2006), as amended from time to time.

8.15 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.111(1)(d), Florida Statutes (2006), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. 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.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this

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procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ___ FOR PRESENT TEXT."

10.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of a majority of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Collier County Public Records according to law.

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2006) Chapter 617, Florida Statutes (2006), or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements.

10.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes (2006) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

11.2 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counselor or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall,

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within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations of Condominium. In the event of a conflict between the language in the Declarations of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

12.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

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