

**BYLAWS
OF
LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.**

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

1. Background. **LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a not for profit corporation formed under the laws of the State of Florida, is the condominium association responsible for the operation of Carriage Homes at Livingston Lakes, a Condominium, as well as such other condominiums in the Livingston Lakes community as may be created from time to time and operated and governed by the Association ("Livingston Lakes Condominiums"). If, as and when the Association operates and governs more than one Livingston Lakes Condominium, the Association will be deemed a multi-condominium association according to Section 718.405 of the Florida Condominium Act as it exists on the date hereof (the "Act").
2. Identity. These are the Bylaws of the Association.
 - 2.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.
 - 2.2 Seal. The seal of the Association shall bear the name of the corporation and the words "Florida Not for Profit Corporation".
3. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The following terms when used in these Bylaws, as they may be amended from time to time, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
 - 3.1 "Class" shall have the meaning set forth in Section 4.2 of the Bylaws.
 - 3.2 "Class Member" shall have the meaning set forth in Section 4.2 of the Bylaws.
 - 3.3 "Livingston Lakes Condominiums" shall have the meaning set forth in Section 1 of the Bylaws.
 - 3.4 "Livingston Lakes Condominium Declaration" means the Declaration of Condominium and all exhibits attached thereto, as amended from time to time, creating a Livingston Lakes Condominium.
 - 3.5 "Livingston Lakes Condominium Documents" means in the aggregate the Declaration of Condominium for the applicable Livingston Lakes Condominium, the Articles, these Bylaws, any Rules and Regulations promulgated by the Association and all exhibits and amendments to the foregoing.
 - 3.6 The term "majority of the Voting Interests" or some other percentage of the Voting Interests shall have the meaning set forth in Section 4.4(a) of the Bylaws.

- 3.7 The term "majority of the Voting Interests of the Class Members" or some other percentage of the Voting Interests of the Class Members shall have the meaning set forth in Section 4.4(b) of the Bylaws.
- 3.8 "Member" means a member of the Association, i.e. a Unit Owner.
- 3.9 "Unit" means that portion of any Livingston Lakes Condominium which is subject to exclusive ownership.
- 3.10 "Unit Owner" means the record owner of any Unit in a Livingston Lakes Condominium.
- 3.11 "Voting Member" means the person designated by the Unit Owner to cast the Voting Interests attributable to the Unit as provided in Section 4.7(a) of these Bylaws.

The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the applicable Livingston Lakes Condominium Declaration, except where the context clearly indicates a different meaning. In the event that a term is not consistently defined in the Livingston Lakes Condominium Declarations, then the definition set forth in the Carriage Homes Condominium Declaration shall prevail.

4. Members; Voting Members; Voting Interests.

- 4.1 Qualification for Membership. The qualification of Members of the Association, the manner of their admission to membership and the manner of the termination of such membership shall be as follows:
- (a) Prior to the time the first Livingston Lakes Condominium is submitted to condominium ownership, the membership of this Association shall be comprised solely of the members of the Board of Directors.
 - (b) From and after the time the first Livingston Lakes Condominium is created by recording its Condominium Declaration in the Public Records of the County, each Unit Owner shall be a Member of the Association entitled to exercise all of the rights and privileges of the Members. Unless otherwise provided by law, membership in the Association may be transferred only as evidenced by the recording of a deed or other instrument of conveyance in the Public Records of the County. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate the transferor's membership, and the transferee shall automatically become a Member of the Association.
- 4.2 Class Members. If, as and when more than one Livingston Lakes Condominium is created by recording its Condominium Declaration in the Public Records of the County, then (a) Members of the Association shall be divided into classes ("Class") with all of the Unit Owners in a particular Livingston Lakes Condominium constituting a separate Class; and (b) not only shall the Unit Owners in each Livingston Lakes Condominium be Members of the Association but also members of the Class composed of all Unit Owners owning a Unit within their particular Livingston Lakes Condominium ("Class Members").

4.3 Number of Voting Interests; Voting; Class Voting.

- (a) Each Unit shall have one (1) indivisible vote to be cast in accordance with these Bylaws and the other applicable Livingston Lakes Condominium Documents. If a Member owns more than one Unit, the Voting Member for such Units shall be entitled to cast a vote for each Unit owned. In the event that a Unit is owned by more than one (1) Member, the Voting Member for the Unit shall be entitled to cast the Unit's one (1) vote on behalf of its owners collectively in the manner determined by these Bylaws.
- (b) When an action, question or matter requires a vote of the membership, whether it requires a vote by the full membership or a vote by the affected Class Members only, shall be determined as follows:
 - (i) Matters pertaining primarily to a particular Livingston Lakes Condominium or more than one Livingston Lakes Condominium but not all of the Livingston Lakes Condominiums shall be voted on only by the Class composed of the Unit Owners from the applicable Livingston Lakes Condominium and shall be determined by a majority of the Voting Interests of the Class Members as set forth in Section 4.4(b); and
 - (ii) Matters pertaining primarily to all of the Livingston Lakes Condominiums, the Association as a whole or the Association Property shall be voted on by the Members at large and shall be determined by a majority of the Voting Interests as set forth in Section 4.4(a).
 - (iii) The decision as to whether a matter pertains primarily to a particular Livingston Lakes Condominium or more than one but not all of the Livingston Lakes Condominiums or to all of the Livingston Lakes Condominiums, the Association as a whole or the Association Property, shall be determined solely by the Board.

4.4 Majority Vote.

- (a) The acts approved by a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Members shall be binding upon all Members for all purposes on matters pertaining primarily to all of the Livingston Lakes Condominiums, the Association as a whole or the Association Property, except where otherwise provided by law, the applicable Livingston Lakes Condominium Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the applicable Livingston Lakes Condominium Declaration, the term "majority of the Voting Interests" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy and voting at a duly called meeting of the Members. It does not mean a majority of the Voting Members themselves, or majority of the Units, or majority of the Unit Owners, or a majority of the total Voting Interests entitled to be cast by all Voting Members. Similarly, if some greater percentage of Voting Interests is required herein or in the applicable Livingston Lakes

Condominium Declaration or Articles, it shall mean such greater percentage of the votes entitled to be cast by the Voting Members present in person or by proxy and voting at a duly called meeting of the Members and shall not refer to the number of Members themselves, or of the Unit Owners or of the total Voting Interests entitled to be cast by all Voting Members.

- (b) The acts approved by a majority of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners in that particular Livingston Lakes Condominium shall be binding on all of the Class Members in such Livingston Lakes Condominium, except where otherwise provided by law, the applicable Livingston Lakes Condominium Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the applicable Livingston Lakes Condominium Declaration, the term "majority of the Voting Interests of the Class Members" shall mean a majority of the votes entitled to be cast by the Voting Members in the applicable Class present in person or by proxy and voting at a duly called meeting of the Class composed of the Unit Owners in such Livingston Lakes Condominium. The term does not mean a majority of the Voting Members in such Class, or majority of the Units in such Class, or a majority of the total votes entitled to be cast by all Voting Members for such Class. Similarly, if some greater percentage of the Class Members is required herein or in the applicable Livingston Lakes Condominium Declaration or Articles, it shall mean such greater percentage of the votes entitled to be cast by the Voting Members in the applicable Class present in person or by proxy and voting at a duly called meeting of the Class and shall not mean such greater percentage of the Members for such Class themselves, or such greater percentage of the Units in such Class, or such greater percentage of the total votes entitled to be cast by all Voting Members in such Class.

- 4.5 Roster of Owners, Addresses and Voting Members. Each Owner shall deliver to the Association a copy of the deed or other evidence of ownership of his or her Unit. Based on this information, the Association shall maintain a roster of Owners, their Unit numbers, addresses, telephone numbers and electronic mail address, if known, and the Voting Member, if any, designated by the Owner or entitled to vote for such Owner pursuant to the terms of these Bylaws. The Association may rely upon the accuracy of such information for all purposes until notified in writing of any changes in the identity of the Member or Member's address. However, if a Unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes initially to the address that the Developer identified for that purpose, and thereafter to the one address provided for that purpose by one or more of the Owners of the Unit to the Association in writing. If no address is provided or if the Owners of the Unit do not agree, notice shall be sent to the address for the Unit at the Condominium Property. Regardless of the number of owners of a Unit, the Association is only obligated to provide notices, ballots and proxies to one address per Unit.
- 4.6 Fixing Record Date. For the purpose of determining the identity and address of each Member, Class Member or Voting Member entitled to notice of or to vote at

any meeting of Members or a Class, or in order to make a determination of the Member, Class Member or Voting Member for any other purpose, the Board of Directors shall fix in advance a date as the record date for such determination ("Record Date"). The Record Date shall not be more than seventy (70) days prior to the date on which the particular action of the Member, Class Member or Voting Member is to be taken. When the identity and address of a Member, Class Member or Voting Member entitled to vote at any meeting has been determined as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new Record Date for the adjourned meeting which it must do if the meeting is more than ninety (90) days after the date fixed for the original meeting.

- (a) Notice to a Member, Class Member or Voting Member (as applicable) as of the Record Date unless the Association receives written notice of any change in the identity or address of the Member, Class Member or Voting Member at least five (5) days prior to the mailing, delivery or electronic transmission of the notice of the subject meeting.
- (b) A ballot submitted by a Member, Class Member or Voting Member (as applicable) as of the Record Date shall be effective as to such Unit unless the Association receives written notice of any change in the identity or address of the Member, Class Member or Voting Member prior to the Association's receipt of any ballot for the election of Director(s) for such Unit.
- (c) A proxy submitted by the Member, Class Member or Voting Member (as applicable) as of the Record Date shall be effective as to such Unit unless the Association receives written notice of any change in the identity and address of a Member, Class Member or Voting Member prior to the meeting for which the proxy is intended and the replacement Member, Class Member or Voting Member submits a new proxy or is present in person at the meeting.

4.7 Voting Members.

- (a) Determination of Voting Member. The record ownership of each Unit shall be established by reference to the membership roster as of the Record Date for purposes of determining the Voting Member with respect to that Unit. If a Unit is owned by one person and the Member or Class Member has not filed a certificate designating another person as his Voting Member, the presence (in person or by proxy) of the Member or Class Member at a meeting shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If a Unit is owned by more than one person and the co-Owners (including spouses) have elected not to file a certificate designating one of them or another person as a Voting Member, the presence (in person or by proxy) of any one or more of them at a meeting of the Members or a Class shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If more than one of them are present (in person

or by proxy), the vote of any one of them on any given issue voted upon at that meeting shall be considered the vote of a single Voting Member; provided, however, if a dispute arises between the co-Owners as to how the vote shall be cast, they shall lose the right to cast their vote on the matter being voted upon, but their vote shall be continued to be counted for the purpose of determining the existence of a quorum. If a Unit is owned by a corporation, limited liability company, general partnership, limited partnership, trust, other entity or a trustee, the Voting Member shall be designated by a certificate signed by an appropriate officer, partner, manager, member, trustee or other authorized officer or representative of the entity and filed with the Association. The certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the Voting Member for a Unit may be revoked by any record owner of an undivided interest in the Unit. The person designated as the Voting Member need not be a Member or Class Member.

- (b) Failure to File Certificate Designating the Voting Member. Members or Class Members (other than the Developer) who were required but failed to file a certificate as provided in Section 4.7(a) shall not be considered Voting Members for purposes of determining whether a quorum has been attained at the meeting, nor shall such Members or Class Members be permitted to vote at meetings of Members or the Class on any issue.

- 4.8 Electronic Transmissions of Notices. Whenever the term "electronic transmission," "electronically transmit," "electronic notice" or terms of similar import is used in these Bylaws, the Articles or any Livingston Lakes Condominium Declaration, it shall refer to any form of communication not directly involving the physical transmission of paper, but which may be directly reproduced to paper, in a comprehensible and legible form. If and to the extent permitted by law, the Association shall be entitled to electronically transmit notices, proxies, ballots and other communications to any Member who consents in writing to accept electronic notices. Such consent may be revoked at the discretion of the Member. Electronic notice addresses must be maintained among the official records of the Association, and are to be removed from the official records when permission to receive electronic notices is revoked by the Member.

5. Meetings.

- 5.1 Annual Meeting. The annual meeting of the Members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the annual meeting shall be, except as provided herein to the contrary, to elect Directors, to transact any other business authorized to be transacted by the Voting Members, or as stated in the notice of the meeting. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of December following the year in which the Declaration is recorded in the Public Records of the County.

5.2 Special Meetings. Special meetings of the Members shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from Members holding at least twenty (20%) percent of the Voting Interests of the Members. Special meetings may also be called by Members in the manner provided for in the Act. Special meetings of a Class shall be held at such places as provided herein for annual meetings, and may be called by the President or by the Director elected by or designated for such Class, and must be called by the President or Secretary upon receipt of a written request from Class Members holding at least twenty (20%) percent of the Voting Interests of the Class. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the estimated operating budgets for Association Expenses and Condominium Common Expenses, reference should be made to Section 12.1(c)(iii) of these Bylaws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 6.4 of these Bylaws.

5.3 Participation by Members. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Members, Class Members and Voting Members shall have the right to speak at the annual and special meetings of the Members or a Class, at committee meetings and at Board meetings with reference to all designated agenda items. A Member, Class Member or Voting Member does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Member, Class Member or Voting Member to speak on such items in its discretion. Every Member, Class Member or Voting Member who desires to speak at a meeting, may do so, provided that the Member, Class Member or Voting Member has filed a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Members, Class Members and Voting Member speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker.

Any Member, Class Member or Voting Member may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices authorized for use at any such meeting is equipment which does not produce distracting sound, light or heat emissions;
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

- (d) At least 24 hours prior written notice shall be given to the Secretary of the Association by any Member, Class Member or Voting Member desiring to make an audio or video taping of the meeting.

5.4 Notice of Meeting; Waiver of Notice. Notice of a meeting (annual or special) of the Members or a meeting of a Class, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Association Property and the Condominium Property of each Livingston Lakes Condominium. The notice of the annual or special meeting shall be hand delivered, sent by regular mail or electronically transmitted to the Member or Class Member, as applicable, at the address in the Association's roster of Members unless the Member or Class Member, as applicable, waives in writing the right to receive notice of the meeting. If a Voting Member has been designated in a written voting certificate filed with the Association, then the delivery, mailing or electronic transmission shall be to the address of the Voting Member for the Unit as it appears on the roster of Members and Class Members. The posting and mailing, delivery or electronic transmission of the notice for either special or annual meetings, which notice shall identify the agenda items, shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to the Members, Class Members, or Voting Members, as applicable, of a specific location on the Condominium Property of each Livingston Lakes Condominium on which all notices of meetings of Members or a Class shall be posted.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member, Class Member or Voting Member authorized to vote for such Unit Owner, either in person or by proxy, shall constitute waiver of notice of such meeting by the Member or Class Member, as applicable, and waiver of all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when her (or her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, manager or other person providing notice of the meeting shall furnish a United States Postal Service certificate of mailing or an affidavit of delivery or electronic transmission to be included in the official records of the Association, affirming that notices of meetings were posted and mailed, hand delivered or electronically transmitted in accordance with this Section and Section 718.112(2)(d) of the Act to each Member, Class Member or Voting Member, as applicable, at the appropriate address for such Member, Class Member or Voting Member. No other proof of notice of a meeting shall be required.

5.5 Quorum. A quorum of Members shall be attained by the presence, either in person or by proxy (limited or general), of Members entitled to cast at least thirty (30%) percent of the Voting Interests of the Members. A quorum of Class Members shall be attained by the presence, either in person or by proxy (limited or general), of Class Members entitled to cast at least thirty (30%) percent of the

Voting Interests of the Class. No action shall be taken or decisions made at any meeting of the Members which will materially and adversely affect the rights and privileges of any Class unless such action is approved by not less than a majority of the Voting Interests of the Class Members, present in person or by proxy at a duly called meeting of the Class for such Livingston Lake Condominium

- 5.6 Proxies. Votes to be cast at meetings of the Members or a Class may be cast in person or by proxy. A proxy may be given by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the appointed time of the meeting. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). The holder of a proxy need not be a Member, Class Member or Voting Member. If a proxy so provides, any proxy holder may appoint, in writing, a substitute to act in the proxy holder's place. If such provision is not made, substitution is not permitted.
- 5.7 Adjourned Meetings. If any proposed meeting of the Members or a Class cannot be organized because a quorum has not been attained, the Voting Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 5.8 Order of Business. If a quorum has been attained, the order of business at annual meetings of the Members, and, if applicable, at other meetings of the Members, shall be:
- (a) Call to order by President and collection of ballots not previously cast;
 - (b) Proof of notice of the meeting or waiver of notice;
 - (c) Appointment of inspectors of election;
 - (d) Counting of ballots for election of Directors and counting of proxies;
 - (e) Reading of minutes;
 - (f) Reports of officers;
 - (g) Reports of committees;

- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

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

- 5.9 Minutes of Meeting. The minutes of all meetings of Members or a Class shall be kept in a book available for inspection by Members or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 5.10 Action Without A Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required or which may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote if a written consent setting forth the proposed action is signed by Voting Members having not less than the minimum number of Voting Interests that would be necessary to authorize such action at a meeting of Members at which all Voting Members entitled to vote were present and voted. So too, any action required or which may be taken at any meeting of a Class, may be taken without a meeting, without prior notice and without a vote if a written consent, setting forth the proposed action is signed by Voting Members having not less than the minimum number of Voting Interests that would be necessary to authorize such action at a meeting of the Class at which all Voting Members for such Class entitled to vote were present and voted.

In order to be effective, the action of the Members or Class Members, as applicable, must be evidenced by one or more written consents describing the proposed action, dated and signed by Voting Members having the requisite number of Voting Interests and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. The written consents are not effective to take the proposed action unless they are signed by Voting Members having the minimum number of Voting Interests necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as described above. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining the requisite number of written consents, notice must be given to all Members, Class Members or Voting Members, as applicable. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

- 5.11 Emergency Powers. In the event of an "emergency" as defined in Section 5.11(g) below, the Board of Directors of the Association may exercise the emergency powers described in this Section, and any other emergency powers authorized

by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

- (a) 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.
- (b) The Board may relocate the principal office, or designate alternative principal offices, or authorize the officers to do so.
- (c) 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 reasonable manner, including electronic mail, text messages, telephone, publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.
- (d) 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.
- (e) Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (f) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) An "emergency" exists for purposes of this Section during the time a quorum of the Association's Directors cannot readily be assembled because of a catastrophic event, such as a hurricane, tornado, earthquake, act of war or terrorism, or other such occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered evacuation of, the area in which the Association Property is located. A determination by any two (2) Directors, or by the President, that an emergency exists shall be presumed valid.

6. Directors.

- 6.1 Membership; Qualifications. The affairs of the Association shall be governed by a Board of not less than three (3) Directors. Initially, the Board of Directors shall be composed of three (3) persons appointed by the Developer. At such time as the Members other than the Developer are entitled to elect one-third of the Directors, one (1) Developer appointed Director shall resign from the Board simultaneously with the election of a Director by the Members other than the Developer. However, the Developer shall be entitled to appoint the remaining two (2) Directors on the Board. Commencing with the election at which the

Developer transfers of control of the Association to the Members other than the Developer, the Board of Directors shall be composed of one (1) Director for each Class together with a Director designated by the Developer so long as the Developer is entitled to representation on the Board pursuant to Section 718.301(1)(e) of the Act. In the event a Livingston Lake Condominium is created after the Developer has transferred control of the Association, then the Developer shall appoint a Director for the Class to serve until the Class elects a Director at the next annual meeting. If, during any period after the Developer transfers control of the Association, there is an even number of Classes, the Board shall be expanded to include one (1) "at large" Director elected by the Voting Members of all Classes entitled to vote. At such time as the "at large" seat is no longer necessary because there is an odd number of Classes, the "at large" Director shall be required to resign immediately. Directors must be natural persons who are 18 years of age or older. A Director is required to be a Member, Class Member or Voting Member. Directors may not vote at Board meetings by proxy or by secret ballot. Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. A person who has been suspended or removed by the Florida Division of Condominiums, Timeshares and Mobile Homes under the Act, or who is delinquent in the payment of any monetary obligation due to the Association, is not eligible to be a candidate for Board membership and may not be listed on the ballot. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board. The validity of an action by the Board is not affected if it is later determined that the Director was not eligible for Board membership due to having been convicted of a felony.

- 6.2 Entity Members. In the event a Unit Owner is a corporation, limited liability company, partnership, trust, or other legal entity that is not a natural person, then any natural person who is an officer, director, partners, member, manager, managing member or other designated agent or representative of such entity or trustee, beneficiary or other designated agent or representative of such trust, shall be eligible to represent such entity or trust in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or trust that is the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.
- 6.3 Election of Directors. Except as provided herein to the contrary, election of Directors shall be held at the annual meeting of the Members. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Member, a first notice of the date of the scheduled election. Any person desiring to be a candidate for the Board shall give written

notice to the Association not less than forty (40) days prior to the scheduled election. Not less than fourteen (14) days or more than thirty-four (34) days prior to the scheduled election meeting, the Association shall then mail, deliver or electronically transmit a second notice of the meeting to all Members, together with a list of all candidates for Directors for the applicable Class and all candidates for the "at large" Director, if applicable. Upon timely request of a candidate, the Association 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, delivery or electronically transmission of the ballot, with the costs thereof to be borne by the Association. A candidate's information sheet shall be submitted to the Association not less than thirty-five (35) days before the scheduled election.

The election of Directors shall be by written ballot or voting machine. There is no quorum requirement; however, Class Members entitled to cast at least twenty (20%) percent of the Voting Interests of the Class must have cast ballots in the election of the Director for such Class. In the event of an election of an "at large" Director, Members entitled to cast at least twenty (20%) percent of the Voting Interests of the Members must have cast ballots in the election of the "at large" Director. The election of a Director for a particular Class shall be decided by a plurality of the votes cast by those Class Members entitled to vote for the applicable Class. If applicable, the election of the "at large" Director shall be decided by a plurality of the votes cast by the Members entitled to vote. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 6.3, an election is not required for any Director position unless more than one candidate has filed a notice of intent to run. If there is only one candidate for a position, then such candidate for the Director position for applicable Class or for the "at large" seat shall become a member of the Board effective upon the adjournment of the annual meeting.

6.4 Vacancies and Removal.

- (a) Any Director elected by a Class (other than Directors elected or appointed by the Developer) may be recalled and removed only by such Class, with or without cause, in the manner provided in the Act and these Bylaws. For example, a Director elected by the Class of Carriage Homes Condominium's Voting Interests may only be recalled or removed by a majority of the Voting Interests of the Class Members for Carriage Homes Condominium. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose in the manner provided in the Act. Except as to vacancies resulting from recall or removal of a Director for a Class (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of the Members shall be filled by a majority vote of the remaining Directors at any Board meeting for any vacancy in the "at large" Director position and by the Class Members in an election to fill the vacancy for any Director elected by the applicable Class. All vacancies for any Directors appointed by the Developer pursuant to the provisions of Section 6.16 shall be filled by the Developer without the necessity of any meeting.

- (b) If the Director for a particular Class is removed by recall, the vacancy shall be filled in accordance with Rule 61B-23.0027 (if at a meeting) or with Rule 61B-23.0028 (if by written agreement) of the Florida Administrative Code by the Class Members entitled to elect the Director so removed; provided further that a Director who has been recalled by the Class Members may not be appointed to fill the vacancy created by his or her removal; and further provided that after the Developer transfers control of the Board, but during the time that both the Developer and Members other than the Developer have representation on the Board of Directors pursuant to Section 718.301(1)(e) of the Act, the Developer-appointed Directors may not vote on selecting the other members of the Board of Directors. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the seat being filled.
- (c) The Directors elected or appointed by the Developer shall be subject to removal by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court within whose jurisdiction the Livingston Lakes Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place on the Association Property and on the Condominium Property of each Livingston Lakes Condominium a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

6.5 Term. Prior to the date the Developer transfers control of the Association, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until the Director's successor is appointed or elected and has taken office, or until the Director is removed in the manner elsewhere provided. At the first election of Directors after the Developer has transferred control of the Board where the Members other than the Developer are entitled to elect a majority of the Directors, Directors shall be elected for staggered terms as follows:

- (a) As to any vacancies for Directors elected by a Class, the two (2) Directors elected with the highest and second highest percentage of votes by their respective Class Members shall have a term of two (2) years.

- (b) Any remaining vacancies for a Director elected by a Class, the Director(s) elected with the next highest percentage of votes by their respective Class Members shall have a term of one (1) year.
- (c) Any Director elected by the Members to "at large" seat shall have a term of one (1) year.

At each subsequent election, the term of each Director's service shall commence at the Director's election and extend until the later of the second annual meeting of the Members thereafter or until such Director's successor is duly elected and has taken office, unless the Director is removed in the manner elsewhere provided. Any person serving as a Director may be re-elected, and there shall be no limit on the number of terms during which he or she may serve. In the event that an annual meeting is not held, or Directors are not then elected or the election is required before the annual meeting, then Directors may be elected at a special meeting of the Members held for that purpose. Any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

- 6.6 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within fifteen (15) days after their election or appointment. The Directors shall receive at least three (3) days advance notice thereof, stating the time and place of the meeting.
- 6.7 Meetings. 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 meetings shall be given to each Director, personally or by mail, hand delivery, telephone or electronic transmission and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors at which a quorum of the Members is present shall be open to all Members. A Director may participate in a meeting by means of telephone, real-time videoconferencing, or similar real-time electronic or video communication, and the Director's participation counts toward a quorum, and the Director may vote as if physically present. A speaker or other amplification device must be used so that the conversation of each Director may be heard by the other Directors attending in person as well as by any Members present at a meeting. Members of the Board may use electronic mail as a means of communication but may not cast a vote on an Association matter by electronic mail.

Any Member may tape record or videotape meetings of the Board, in accordance with the rules adopted by the Board. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Member statements. Adequate notice of such meetings, which notice shall specifically identify the agenda items, shall be posted conspicuously on the Association Property and on the Condominium Property of each Livingston Lakes Condominium at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency Special Assessments, or at which amendment to rules regarding Unit use will be

proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Members and posted conspicuously on the Association Property and on the Condominium Property of each Livingston Lakes Condominium not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to the Members of the specific location on the Association Property and on the Condominium Property of each Livingston Lakes Condominium where all notices of Board meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act.

- 6.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully noticed or convened.
- 6.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by these Bylaws, the Articles or the applicable Livingston Lakes Condominium Declaration. Notwithstanding anything in the foregoing to the contrary, no action shall be taken or decisions made at any meeting of the Board of Directors which will materially, adversely affect the rights and privileges of any Class unless such action is approved by the Director elected by such Class Members.
- 6.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 6.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

- 6.12 Presiding Officer. The presiding officer at the Directors' meeting shall be the President (who may, however, designate any other Director or officer to preside).
- 6.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

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

- 6.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, their authorized representatives and Board members at any reasonable time. The vote or abstention of each Director on each issue voted on by the Board at a meeting shall be reflected in the minutes of such meeting. The Association shall retain these minutes for a period of not less than seven (7) years.
- 6.15 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 6.16 Transition in Control. Notwithstanding anything to the contrary contained in this Article 6 or otherwise, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Members other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Members other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Members other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors (i.e. one Director).

Members other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (1) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than the Developer; (2) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than the Developer; (3) when all of the Units that will be operated ultimately by the Association have been completed,

some of them have been conveyed to Unit Owners other than the Developer and none of the others are being offered for sale by the Developer in the ordinary course of business; (4) when some of the Units have been conveyed to Unit Owners other than the Developer, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (5) to the extent allowed by the United States Bankruptcy Code, when the Developer files a petition seeking protection in bankruptcy; (6) when a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or the Members; or (7) seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) of the Act or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first, for the first condominium it operates.

The Developer may transfer control of the Association to Members other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer to elect Directors and assume control of the Association. Provided the Developer gives the Members not less than sixty-five (65) days' notice of its decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or fail to assume control of the Association.

The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer has the authority to do so under the Act.

Within seventy-five (75) days after the Members other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event, the Association shall call and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Member if the Association fails to do so.

At the time the Members other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall transfer control of the Association and such Members shall accept control. At that time (except as to audit referred to in Subsection 6.16(g), which may be ninety (90) days thereafter) Developer shall deliver to the Association all property of the Association held or controlled by the Developer and the official records of the Association, at Developer's expense, including, but not limited to, the following items, if applicable to the Association or any Livingston Lakes Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium for each Livingston Lakes Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a

complete copy of the actual recorded Livingston Lakes Condominium Declarations.

- (b) A certified copy of the Articles of the Association.
- (c) A copy of the Bylaws of the Association.
- (d) The minute book, including all minutes of Members meetings, Class meetings and Board of Directors meetings, and other books and records of the Association.
- (e) All Rules and Regulations which have been adopted.
- (f) Resignations of resigning officers and Directors who were appointed by the Developer.
- (g) The financial records, including financial statements, of the Association, and source documents from the incorporation of the Association through the date of the turnover. The financial records shall also account for the income and expenses of the Association and of each of the Livingston Lakes Condominiums. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary (x) supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and (y) billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments or in the event the Developer guaranteed the level of Assessments, that the Developer paid (i) the Condominium Common Expenses incurred during the guarantee period(s) not produced by the Annual Assessments for Condominium Common Expenses at the guaranteed level receivable from other Unit Owners for the applicable guarantee period; and (ii) the Association Expenses of the Condominium incurred during the guarantee period(s) not produced by the Annual Assessments for Association Expenses at the guaranteed level receivable from other Unit Owners for the applicable guarantee period.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements of any Livingston Lakes Condominium, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction of the improvements to the Association Property and the Condominium Property of each Livingston Lakes Condominium and the supplying of equipment,

and for the construction and installation of all mechanical components serving the site and improvements to the Association Property and the Condominium Property of each Livingston Lakes Condominium, together with a certificate in affidavit form of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Association Property and the Condominium Property of each Livingston Lakes Condominium and the construction and installation of the mechanical components serving the Association Property and the Condominium Property of each Livingston Lakes Condominium.

- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Association Property and the Condominium Property of each Livingston Lakes Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Association Property and/or the Condominium Property of each Livingston Lakes Condominium.
- (l) Insurance policies for the Association Property and the Common Elements of each Livingston Lakes Condominium.
- (m) Copies of any certificates of occupancy which may have been issued for the Association Property and the Condominium Property of each Livingston Lakes Condominium.
- (n) Any other permits issued by governmental bodies applicable to the Association Property and the Condominium Property of each Livingston Lakes Condominium in force or issued within one (1) year prior to the date the Developer transfers control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Members and their addresses and telephone numbers and electronic mail addresses, if known, as shown on the Developer's records.
- (q) Leases of the Association Property, the Common Elements of any Livingston Lakes Condominium and/or other leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

- (t) A turnover inspection report included in the official records, under seal of an architect or engineer authorized to practice in Florida, attesting to required maintenance, useful life and replacement costs of the following components whether located in the Association Property or the Common Elements of a Livingston Lakes Condominium:
 - 1. Roof.
 - 2. Structure.
 - 3. Fireproofing and fire protection systems.
 - 4. Elevators (if applicable).
 - 5. Heating and cooling systems.
 - 6. Plumbing.
 - 7. Electrical systems.
 - 8. Swimming pool or spa and equipment.
 - 9. Seawalls (if applicable).
 - 10. Pavement and parking areas.
 - 11. Drainage systems.
 - 12. Painting.
 - 13. Irrigation systems.
- (u) A copy of the certificate of a surveyor and mapper recorded pursuant to Section 718.104(4)(e), Florida Statutes, or the recorded instrument that transfers title to the first Unit in each Livingston Lakes Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurred first.

7. Authority of the Board.

7.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and each Livingston Lakes Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the applicable Livingston Lakes Condominium Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Members. The powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Owning, operating, managing, maintaining, repairing, replacing, insuring, protecting and improving the Association Property.
- (b) Operating, managing, maintaining, repairing, replacing, insuring, protecting and improving the Condominium Property of each Livingston Lakes Condominium in accordance with the provisions of the applicable Livingston Lakes Condominium Declaration.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Association Property and the Common Elements of each Livingston Lakes Condominium.
- (d) Adopting and amending Rules and Regulations concerning the details of the operation and use of the Association Property and the Condominium

Property of each Livingston Lakes Condominium, subject to a right of the Members to overrule the Board as provided in Article 16 hereof.

- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased by the Association or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to, leasing or subleasing Units or other property.
- (j) Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and each Livingston Lakes Condominium Documents and acquiring insurance to insure the Association Property and Condominium Property of each Livingston Lakes Condominium and allocating the premiums therefor in a fair and equitable manner.
- (k) To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees against Members as provided in the applicable Livingston Lakes Condominium Documents, in order to provide funds to pay for the Association Expenses, the Condominium Common Expenses of each Livingston Lakes Condominium, other Common Expenses and other expenses in the manner provided in the applicable Livingston Lakes Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association.
- (l) Enforcing by legal means the provisions of the applicable Livingston Lakes Condominium Documents and the Act.
- (m) Making repairs, additions, improvements to, or alterations of, Association Property and Condominium Property of each Livingston Lakes Condominium in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (n) Enforcing obligations of the Members and allocating income and expenses and taking such other actions as shall be deemed necessary

and proper for the sound management of the Association, Association Property and Condominium Property of each Livingston Lakes Condominium.

- (o) Levying fines for violations of the Rules and Regulations established by the Association to govern the conduct of Members and their occupants, guests, invitees, tenants and employees according to the provisions of Article 17.
- (p) Borrowing money, executing promissory notes and other evidences of indebtedness and giving as security therefor mortgages and security interests in property owned by the Association and/or a collateral assignment of the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan. Borrowing money, executing promissory notes and other evidences of indebtedness to obtain such financing as is necessary to maintain, repair and replace the Condominium Property of any Livingston Lakes Condominium in accordance with the applicable Livingston Lakes Condominium Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.
- (q) Entering into agreements to acquire possessory or use interests in real property and to provide therein that the expenses of such real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Association Expenses
- (r) Subject to the provisions of Section 7.2 below, employing personnel and retaining independent contractors and professional personnel and contracting for the management, maintenance and operation of the Association, Association Property and Condominium Property of each Livingston Lakes Condominium, delegating to the manager (who may be an affiliate of the Developer) such functions of the Board as may lawfully be delegated and authorizing a manager to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of the Rules and Regulations, and maintenance, repair, and replacement of the Association Property and Condominium Property of each Livingston Lakes Condominium with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the applicable Livingston Lakes Condominium Declaration, the Articles, these Bylaws and the Act, including, but not limited to, the assessing of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association. Subject to the provisions of Section 7.2 below, the manager may contract with affiliates of the manager or the Developer.
- (s) At its discretion, but within the parameters of the Act, authorizing Members or other persons to use portions of the Common Elements of

each Livingston Lakes Condominium or Association Property for private use and imposing reasonable charges for such private use.

- (t) Paying costs of all electric, water, sewer, telephone, telecommunications, other utilities or services rendered to the Association Property or Condominium Property of any Livingston Lakes Condominium administered by the Association and not billed directly to the Members.
- (u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida not for profit corporation.

7.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association on behalf of any Condominium operated by the Association in the aggregate that exceeds five (5%) percent of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for the services of attorneys, accountants, architects, Association managers, engineers, or landscape architects shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by the vote of a majority of all of the Directors. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members, Class Members or Voting Members.
- 8.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and

perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

- 8.4 Secretary. The Secretary shall keep or cause to be kept the minutes of all proceedings of the Directors and the Members, Class Members or Voting Members. The Secretary shall attend to the giving of all notices to the Members, Class Members, Voting Members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep or cause to be kept the records of the Association, except those maintained by the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep or cause to be kept books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 8.6 Developer Appointees. No officer appointed by the Developer may be removed except by the Developer or as provided in Section 6.16 hereof and by law after the Developer transfers control of the Association.
- 8.7 Qualifications. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the same person shall not hold offices of President and Vice President, nor shall the same person hold the offices of President and Secretary.
9. Fiduciary Duty. The officers and Directors of the Association, as well as any manager employed or engaged by the Association, have a fiduciary relationship to the Association and Members. No officer, Director or manager shall solicit, offer to accept, or accept anything or service of value for which consideration has not been provided for his own benefit or that of his immediate family from any person providing or proposing to provide goods or services to the Association. Any such officer, Director or manager who knowingly so solicits, offers to accept or accepts anything or service of value shall, in addition to all other rights and remedies of the Association and Members, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this Article shall not prohibit an officer, Director or manager from accepting services or items received in connection with trade fairs or education programs.
10. Compensation. Neither Directors nor officers shall receive compensation for their services as such without the prior approval of a majority of the Voting Interests of the Members. This provision shall not preclude the Board of Directors from employing a

Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

11. Resignations. Any Director or officer may resign his or her post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
12. Fiscal Management. The provisions for fiscal management of the Association set forth in each Livingston Lakes Condominium Declaration and Articles are supplemented by the following provisions:

12.1 Budget.

- (a) Preparation of Budgets. The Board of Directors shall from time to time, but at least annually, prepare and adopt proposed annual budgets consisting of the following components:
 - (i) a budget for the Association Expenses which shall include all anticipated expenses for the operation and administration of the Association and for the ownership, operation, management, maintenance, repair, replacement, insurance, protection and improvement of the Association and Association Property. In addition to annual operating expenses, the budget shall include reserves for capital expenditures and deferred maintenance for the Association Property unless waived or reduced by the requisite vote of the Members.
 - (ii) a separate budget for the Condominium Common Expenses of each Livingston Lakes Condominium which shall include all anticipated expenses for the operation, management, maintenance, repair, replacement, insurance, protection and improvement of the Condominium Property for each Livingston Lakes Condominium and for operation, maintenance and administration of the Condominium. The budget shall also include reserves for capital expenditures and deferred maintenance for the Condominium Property unless waived or reduced by a majority of the Voting Interests of the Class Members at a duly called meeting of the Class for such Livingston Lakes Condominium. In addition, if the Association maintains Limited Common Elements of any Livingston Lakes Condominium with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor.
- (b) Reserves. The reserves in each budget shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred

maintenance expense or replacement cost exceeds \$10,000.00. The reserves for the Association Property shall be included in the budget for Association Expenses, and the reserves for the Condominium Property of each Livingston Lakes Condominium shall be included in the budget for Condominium Common Expenses for such Livingston Lakes Condominium. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or the estimated deferred maintenance expense of each reserve item. The Association may adjust the Assessments for replacement and deferred maintenance expenses annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by replacement or performance of deferred maintenance. Reserves for the Association Property shall not be required or may be reduced if a majority of the Voting Interests, present in person or by proxy at a duly called meeting of the Members, determine for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Reserves for the Condominium Property shall not be required or may be reduced if a majority of the Voting Interests of the Class Members, present in person or by proxy at a duly called meeting of the Class for such Livingston Lake Condominium, determine for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to the time the Developer transfers control of the Association to Members other than the Developer, the Developer may vote to waive the reserves or reduce the funding of reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e), Florida Statute or an instrument that transfers title to the first Unit in each Livingston Lakes Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit is recorded, whichever occurred first. Thereafter, reserves may only be waived or reduced by a majority of the non-Developer Voting Interests present in person or by limited proxy at a duly called meeting of the Members as to the Association Property or at a duly called meeting of the Class as to the Condominium Property for such Livingston Lakes Condominium. If a meeting of the Members as to the reserves for the Association Property or a meeting of the Class as to the reserves for the Condominium Property of a particular Livingston Lakes Condominium has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the applicable budget shall go into effect. After the Developer transfers control of the Association, the Developer may vote its voting interest to waive or reduce the funding of reserves. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for any other purposes is approved by a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Members or Class, as applicable.

- (c) Adoption of Budgets and Assessments. The adoption of budgets and Assessments for Association Expenses and Condominium Common Expenses for each Livingston Lakes Condominium shall comply with the following requirements:
- (i) Approval by Board. The budgets and Assessments for Association Expenses and Condominium Common Expenses for each Livingston Lakes Condominium for the forthcoming fiscal year shall be considered at a meeting of the Board and adopted with the approval of a majority of the Board of Directors.
 - (ii) Notice of Meeting. A copy of the proposed budgets and Assessments for Association Expenses and Condominium Common Expenses, together with a notice indicating the time and place of such meeting shall be mailed, delivered or electronically transmitted to each Member not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budgets will be considered.
 - (iii) Special Membership Meeting. If the Board of Directors adopts a budget which requires Annual Assessments which exceed in any year one hundred fifteen percent (115%) of the total Annual Assessments for Association Expenses and Condominium Common Expenses for the preceding year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget for Association Expenses, a written request for a special meeting from at least ten percent (10%) of the Voting Interests of the Members together with any substitute budget for the Association Expenses and Condominium Common Expenses sought to be considered. At least fourteen (14) days prior to the special meeting, the Association shall deliver or mail to each Member notice of the meeting and any substitute budget to be considered. At the special meeting, Members may consider and adopt a budget. The adoption of a substitute budget shall require a majority of the Voting Interests (including votes for Units owned by the Developer) present in person or by proxy at a duly called meeting of the Members as to Association Expenses or a majority of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class as to the Condominium Common Expenses. If a meeting of the Members or Class has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Members or Class, the budgets adopted by the Board of Directors shall go into effect as scheduled.
 - (iv) Determination of Budget Amount. In determining whether a budget requires Assessments which exceed in any year one hundred fifteen percent (115%) of total Assessments for Association Expenses and Condominium Common Expenses for the preceding year, there shall be excluded from the computations any reasonable reserves made by the Board of Directors for repair or replacement of the Association Property or Condominium Property and for anticipated expenses of the Association

which are not anticipated to be incurred on a regular or annual basis, and the cost of any improvements to the Association Property or Condominium Property.

(v) Proviso. As long as the Developer controls the Board of Directors of the Association, the Board shall not impose Annual Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Annual Assessments, as herein defined, without the approval of the Developer.

(d) Default Budgets and Assessments. In the event that the Board of Directors is unable to adopt the budgets and Annual Assessments for a fiscal year in accordance with the requirements of Subsection 12.1(c) above, the default budgets and default Annual Assessments will be the then existing budgets and Annual Assessments, increased by fifteen (15%) percent.

12.2 Annual Assessments. Annual Assessments against Members for their share of the Association Expenses and Condominium Common Expenses set forth in the budgets shall be assessed for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Annual Assessments are assessed. Such Annual Assessments shall be due in equal quarterly installments, payable in advance on the first day of each quarter of the year for which the Annual Assessments are assessed. If Annual Assessments are not assessed as required, Annual Assessments shall be presumed to have been assessed in the amount of the last prior Annual Assessments, and quarterly installments on such Annual Assessments shall be due upon each installment payment date until changed by amended Annual Assessments. In the event the Annual Assessments prove to be insufficient, the budgets and Annual Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Annual Assessments for the remaining portion of the fiscal year for which amended Annual Assessments are assessed shall be payable in as many equal installments as there are full quarters of the fiscal year remaining as of the date of such amended Annual Assessments, each such quarterly installment to be paid on the first day of the quarter, commencing the first day of the next ensuing quarter. If only a partial quarter remains, the amended Annual Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments. Special Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Special Assessments. The funds collected for Special Assessments shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered (a) Common Surplus-Association if the Special Assessment was levied for Association Expenses, or (b) Common Surplus-Condominium if the Special Assessment was levied for Condominium Common Expenses or at the discretion of the Board, any excess funds may either (x) be returned to the Members or applied as a credit towards future Assessments for

Association Expenses if the Special Assessment was levied for Association Expenses, or (y) be returned to the Class Members or applied as a credit towards future Assessments for Condominium Common Expenses if the Special Assessment was levied for Condominium Common Expenses.

- 12.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks or electronic funds transfer signed by such person or persons as are authorized by the Board. All sums collected by the Association for Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board. In addition, a separate reserve account shall be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.
- 12.5 Acceleration of Installment Upon Default. If a Member defaults in the payment of an installment of an Assessments, the Board of Directors or its agent may accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to the Member and the filing of a claim of lien, and the then unpaid balance of the current year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Member, or not less than ten (10) days after the mailing of such notice by certified mail, whichever shall first occur.
- 12.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as an Association Expense.
- 12.7 Accounting Records and Reports. The Association shall maintain accounting records in Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Members or their authorized representatives at reasonable times on reasonable notice. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Member, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Within sixty (60) days following the end of the fiscal year, the Board shall mail, deliver or electronically transmit to each Member a complete financial report of actual receipts and expenditures for the previous twelve (12) months for the Association and the applicable Livingston Lakes Condominium. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications.
- 12.8 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the applicable Livingston Lakes Condominium Declaration or as otherwise determined by the Board.

- 12.9 Notice of Meeting. Notice of any meeting where Annual Assessments or Special Assessments will be considered must specifically state that Assessments will be considered and provide the nature, estimated cost, and description of the purposes for such Assessments.
13. Roster of Members. Each Member shall file with the Association a copy of the recorded deed or other document showing his or her ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the Record Date shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of Members, Class Members, Voting Members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of meetings when not in conflict with the Act, the applicable Livingston Lake Condominium Declaration, the Articles or these Bylaws; provided, however, that a strict or technical reading of the Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
15. Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:
- 15.1 Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Voting Members holding not less than one-third (1/3) of the Voting Interests of the Members. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The proposed amendment must be approved by not less than 66-2/3% of the Voting Interests, present in person or by proxy at a duly called meeting of the Members.
- 15.3 Pre-Turnover Amendments. Prior to the date the Developer transfers control of the Association, any amendment to these Bylaws may be made by a majority of the Board of Directors without the vote or consent of any Voting Members, Unit Owners or their mortgagees; provided, however, no amendment may be adopted which adversely affects any of the rights and/or privileges provided to the Developer without the written consent of the Developer.
- 15.4 By The Developer. Notwithstanding anything herein contained to the contrary, prior to the date the Developer transfers control of the Association, the Developer shall have the right to amend these Bylaws without the vote or consent of the Board, any Voting Members, Unit Owners or their mortgagees.
- 15.5 Scrivener's Error. The following amendments to these Bylaws may be made by the Developer alone prior to the date the Developer transfers control of the

Association and thereafter by the Board of Directors without the vote or consent of any Voting Members, Unit Owners or their mortgagees: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Bylaws into compliance with the applicable rules, regulations and requirements of the District, Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U.S. Department of Housing and Urban Development ("HUD") or U.S. Department of Veterans Affairs ("VA"). A copy of such amendment shall be furnished to the Members and all Qualified Mortgagees as soon after recording in the Public Records of the County, as is practicable.

- 15.6 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of the Developer in each instance. No amendment shall be made that is in conflict with the Articles or applicable Livingston Lake Condominium Declaration. No amendment to this Section shall be valid.
- 15.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted amending these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the applicable Livingston Lakes Condominium Documents allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with a reference in the amendment to the recording information for each Livingston Lakes Condominium Declaration.
16. Rules and Regulations. The Board of Directors may, from time to time, modify, amend, delete or add to the Rules and Regulations, except that subsequent to the date the Developer transfers control of the Board to Members other than the Developer, Members may overrule the Board with respect to any such modifications, amendments, deletions or additions to the Rules and Regulations applicable to the Association, Association Property or all of the Livingston Lakes Condominiums by not less than 75% of the Voting Interests present in person or by proxy at a duly called meeting of Members. With respect to any modifications, amendments, deletions or additions to the existing Rules and Regulations applicable to a particular Livingston Lakes Condominium but not all of them, the Class Members may overrule the Board by not less than 75% of the Voting Interests in such Class present in person or by proxy at a duly called meeting of the Class Members. Copies of any modifications, amendments, deletions or additions to the existing Rules and Regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any Rule or Regulation be adopted which would prejudice the rights reserved to the Developer.
17. Fines; Notice and Hearing. In addition to its other remedies, the Association shall have the right to impose fines on a Member for failure of the Member, or any occupant, guest, invitee, tenant, contractor or employee of the member, to comply with the Declaration,

Articles, Bylaws or Rules and Regulations provided that the procedures set forth in these Bylaws are followed. The Association may not impose a fine unless the Association first provides at least fourteen (14) days' prior written notice and an opportunity for a hearing to the affected Member and, if applicable, the Member's occupant, guest, invitee, tenant or employee. The 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, Bylaws or Rules and Regulations which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association and the fine(s) sought.

The hearing must be held before a committee of three (3) other Members who are neither Directors nor persons residing in a Director's household. 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 matters asserted by the Association. Unless a higher amount is allowed by law, no fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice, provided that no such fine for a continuing violation shall exceed \$1,000 in the aggregate, unless a higher amount is allowed by law. If the committee does not agree with the fine, the fine may not be levied. No fine will become a lien against a Unit. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Member or his or her occupant, guest, invitee, tenant, contractor or employee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Member or occupant, guest, invitee, tenant or employee.

18. Official Records. From the inception of the Association, the Association shall maintain for the Association Property and each Livingston Lakes Condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act for the Association Property and each Livingston Lakes Condominium;
- (b) A photocopy of the recorded Declaration of Condominium for each Livingston Lakes Condominium and all amendments thereto;
- (c) A photocopy of the recorded Bylaws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations for the Association, Association Property and all Livingston Lakes Condominiums and any

current Rules and Regulations that apply only to one or more but not all of the Livingston Lakes Condominiums;

- (f) A book or books containing the minutes of all meetings of the Board, Members, Class Members or Voting Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Members, their mailing address, Unit identification, Class, any certificate designating a Voting Member, and if known, telephone numbers and electronic mail addresses;
- (h) All current insurance policies of the Association and of each Livingston Lakes Condominium;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility;
- (j) Bills of sale or deeds for all Association Property or other property owned by the Association;
- (k) Accounting records for the Association and the accounting records for each Livingston Lakes Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (ii) A current account and a quarterly statement of the account for each Unit designating the name of the Member, the due date and amount of Assessments, the amount paid upon the account, and the balance due.
 - (iii) All audits, reviews, accounting statements, and financial reports for the Association and each Livingston Lakes Condominium.
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates.
- (m) All rental records where the Association acts as agent for the rental of Units.
- (n) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
- (o) All other records of the Association not specifically listed above which are related to the operation of the Association, Association Property or the Condominium Property of each Livingston Lakes Condominium.


The official records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium. The records of the Association shall be made available to a Member within ten (10) business days after receipt of a written request by the Member to the Board or its designee.

The official records of the Association shall be open to inspection by any Member or his or her authorized representative at reasonable times and on reasonable notice. The right to inspect the records includes the right to make or obtain copies, at reasonable expense, if any, of the Member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The Association shall maintain an adequate number of copies of the each Livingston Lakes Condominium Declaration, the Articles, these Bylaws, all amendments to the foregoing and the current Rules and Regulations to assure their availability to Members and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

19. Arbitration. Pursuant to Section 718.1255 of the Act, mandatory nonbinding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.
20. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
21. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing was adopted as the Bylaws of LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., a not for profit corporation under the laws of the State of Florida, as of the 8th day of JULY, 2015.

Approved:



SHAUN GILLIS

7/8/2015

PRESIDENT