

BY-LAWS
OF
LANDS END OF PERDIDO KEY
CONDOMINIUM ASSOCIATION, INC.

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

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1. **Identity.** These are the By-Laws of Lands End of Perdido Key Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 The offices are at 13335 Johnson Beach Road, Pensacola, Florida 32507.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing April 1st and terminating March 31st of the next year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

 2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meanings as those set forth in the Declaration for Lands End of Perdido Key, a Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

 3. **Members.**
 - 3.1 **Annual Meeting.** The annual members' meeting 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 twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the annual meeting shall be held the last Saturday in the month of March at 3PM in the Cabana at Lands End.
 - 3.2 **Special Meetings.** Special members' meetings 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 a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws, and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.
 - 3.3 **Participation by Unit Owners.** Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Owner has filed a written request with the Secretary of the Association not less than 48 hours 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 Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner 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 which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting. **033576 412**
- (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 48 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

- 3.4 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of members (annual or special), 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 or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of 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 Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting of the manner in which it has been called or convened, except when his (or his 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, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. Not other proof of notice of a meeting shall be required.

- 3.5 **Quorum.** A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to vote in excess of 50% of the votes of members entitled to vote at the subject meeting.

3.6 **Voting.**

- (a) **Number of Votes.** Except as provided in Section 3.11 hereof, and except when the vote is to be determined by a percentage of shares of ownership in the Condominium (as contemplated in specific portions of the Declaration), in any meeting of members, the Owners of Residential Units shall be entitled to cast one vote for each Residential Unit owned. The vote of a Unit shall not be divisible.
- (b) **Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Article or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
- (c) **Voting Member.** If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person

3357 413

casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates 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 person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 **Proxies.** Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made 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 before the appointed time of the meeting, or before the time which the meeting is adjourned. 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. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.
- 3.8 **Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the 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 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.
- 3.9 **Order of Business.** If a quorum has been attained, the order or business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
 - (a) Call to order by President;
 - (b) Proof of notice of the meeting or waiver of notice;
 - (c) Reading of minutes;
 - (d) Reports of officers;
 - (e) Reports of committees;
 - (f) Appointment of inspectors of election;
 - (g) Determination of number of Directors to be elected;
 - (h) Election of Directors;
 - (i) Unfinished business;
 - (j) New business;
 - (k) Adjournment.

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

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- 3.10 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 3.11 **Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at meeting of members at which all members (or authorized persons) entitled to vote thereof were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated, and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. 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 such authorization by written consent, notice must be given to members who have not consented in writing. 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.

4. **Directors.**

- 4.1 **Membership.** The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.
- 4.2 **Election of Directors.** Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Not less than thirty (30) days prior to the scheduled election meeting, the Association shall mail ballots to all Owners. Each candidate shall furnish an information sheet, no larger than 8 1/2 inches by 11 inches to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

The Board shall hold a meeting, within 5 days after the deadline, for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person.

The election of directors shall be by written ballot. Proxies shall in no event be used in electing the Board, either in general elections or to fill vacancies caused by recall, resignation, or otherwise. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board. There shall be no cumulative voting.

4.3 **Vacancies and Removal.**

- (a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors at any Board meeting.
- (b) Any Director elected by the member may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose or by the Board of Directors, in the case

32570 415

of removal by a written agreement unless said agreement a new Director to take the place of the one removed. If a vacancy occurs on the Board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary. If vacancies occur on the board as a result of a recall and a majority or more of the Board Members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted but the Division of Condominiums. The rules must provide procedures governing the conduct of the recall election as well as the operation of the association during the period after a recall but prior to the recall election. The conveyance of all Units owned by a Director in the Condominium shall constitute the resignation of such Director.

(c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the 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 Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner 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 By-Laws.

4.4 **Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.5 **Organizational Meeting.** The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment.

4.6 **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, telephone, or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be opened to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division of Condominiums. 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 Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property 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 non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) 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 Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee 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.

4.7 **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 called or convened.

4.8 **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

33578 416

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 the Declaration, the Articles, or these By-Laws.

- 4.9 **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).
- 4.10 **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.
- 4.11 **Presiding Officer.** The presiding officer at the Directors' meeting shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 **Order of Business.** If a quorum has been attained, the order of business at Directors' meeting 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.

- 4.13 **Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in book available for inspection by Unit Owners, 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 years.
- 4.14 **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.

5. **Authority of the Board.**

- 5.1 **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
 - (a) Operating and maintaining all Common Elements and the Association Property.
 - (b) Determining the expenses required for the operation of the Association and the Condominium.
 - (c) Employing and dismissing the personnel necessary for the maintenance and operation of the common Elements and the Association Property.
 - (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property subject of a right of the Unit Owners to overrule the Board as provided in Section 14 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,

27-33576 417

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 or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium and Association Property.
- (k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with 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.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.
- (o) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance or Common elements or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgement or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.
- (p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) 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 rules and maintenance repair, and replacement of the Common Elements and Association Property 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 Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.

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- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

5.2 **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. Where a contract for purchase, lease or renting materials or equipment or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding \$5,000.00, the Association shall obtain competitive bids for the materials, equipment or services. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorneys' and accountants' services 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.

6. **Officers**

6.1 **Executive Officers.** The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary (none of whom need to be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. 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.

6.2 **President.** The President shall be 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.

6.3 **Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise 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.

6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and 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 the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. 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.

7. **Fiduciary Duty.** The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director, or manager shall solicit, offer to accept, or accept any thing 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 any thing or service of a value exceeding \$100.00 shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude

335776 419

contracting with a Director or officer for the management of the Condominium 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.

9. **Resignations.** Any Director or officer may resign his 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. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such Director or officer.

10. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 **Budget.**

(a) **Adoption by Board Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for all Condominiums governed and operated by the Association (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements 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. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting, and pavement re-surfacing 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 amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or quorum is not attained, the reserves, as included in the budget, shall go into effect. 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 in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owner shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units. If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

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(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

- 10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments 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 Assessments. The funds collected pursuant to a Special Assessment 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 Common Surplus, and may, at the discretion of the Board either be returned to the Unit Owners or applied as a credit towards future assessments.
- 10.4 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 Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or directed into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.
- 10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the next twelve (12) months' of the Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim lien, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 10.6 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

33578 421

shall be paid by the Association as a Common Expense. The bond shall be in the principal sum of not less than \$10,000 for each such person. If an association's annual gross receipts exceed \$100,000, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each person.

- 10.7 **Accounting Record and Reports.** The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives. The record 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 Unit Owner, 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. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. 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, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

- 10.8 **Application of Payment.** All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

- 10.9 **Notice of Meetings.** Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. **Roster of Unit Owners.** Each Unit Owner shall file with the Association a copy of the deed or other document showing his 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 date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
12. **Parliamentary Rules.** Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles, or these By-Laws provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
13. **Amendments.** Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:

- 13.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included

3357# 422

in the notice of a meeting at which a proposed amendment is to be considered.

- 13.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and 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 approval must be by not less than 66 2/3% of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 60% of the entire Board of Directors.
- 13.3 **Proviso.** No amendment may be adopted which should eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the mortgagees of Units without the consent of said mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to Section 13.3 shall be valid.
- 13.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
14. **Rules and Regulations.** Attached hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, and amend or add to such rules and regulations, except that Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments, or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof.
15. **Official Records.** From the inception of the Association, the Association shall maintain for the 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;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws 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 of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years.
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
 - (h) All current insurance policies of the Association and of all Condominiums operated by the Association;
 - (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 Unit Owners have an obligation or responsibility;
 - (j) Bills of Sale or transfer for all property owned by the Association;

33576 423

- (k) Accounting records for the Association and the accountings record for the Condominium, according to good accounting practices. All 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 monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
 - (iv) 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 one (1) year.
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.
- (m) All rental records where the Association is acting as agent for the rental of Units.
- (n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division of Condominiums, which shall be updated annually.
- (o) All other records of the Association not specifically listed above which are related to the operating of the Association.

The official record 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 official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within five (5) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

16. **Responsibility For Damages.**

The owner of each condominium unit shall be responsible for damage to common elements or to another unit in the condominium which damage has been caused by the Unit Owner, member of the Unit Owner's family, a guest of the Owner, or invitee of the Unit Owner. Additionally, should any claim be made by any third party against the association for damage to person or property caused by any Unit Owner, member of a Unit Owner's family, guest of the Unit Owner, or invitee of a Unit Owner, such Unit Owner shall hold the Association wholly harmless and shall indemnify the Association against such claim including, but not limited to, payment of attorney's fees, costs, and damages incurred by or rendered against the Association.

17. **Indemnification.** Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the

3357# 424

Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

- 18. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.
- 19. **Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender be deemed to include all genders.
- 20. **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 By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of Lands End of Perdido Key Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, as of the 27th day of March, 1993.

Approved:

Vern R. Kennedy
Vern R. Kennedy, Treasurer

STATE OF FLORIDA
 COUNTY OF BIRMINGHAM
 Before me, the undersigned Notary Public, personally appeared
 Vern R. Kennedy, who is personally known to me and who is not
 under any disability.
 I see reason to believe that he is the person whose name is
 subscribed to the foregoing instrument, and that he executed the same
 for the purposes and consideration therein expressed.
 My Commission Expires June 7 1995
 Comm. No. CC 206525



Prepared by: Vern R. Kennedy
 003 Lands End
 13335 Johnsons Beach Rd
 Pensacola, FL 32507

3357# 426

- a. These areas are open between 8:00 AM and 10:00 PM.
 - b. Doors should be locked and the air conditioners returned to their previous settings after use and the lights should be turned off.
8. **Cabana**
- a. The cabana may be used by owners on a daily basis as long as those using it remove all light trash and keep it clean. This includes leaving the kitchen area clean. A cleaning charge may be assessed should the cabana require professional cleaning.
 - b. Reservations may be made through the manager for use of the cabana for personal gatherings. A \$50.00 deposit will be charged for professional cleaning at the time the reservation is made. The owner making the reservation is also responsible for any extra cleaning charges and damage such as carpet cleaning cigarette burns, breakage, etc. and will be billed for such.
9. **General**
- a. Overnight guests and renters should register with the manager within 24 hours of their arrival. A form is provided for such. This is for the safety and security of everyone in the building.
 - b. The buggies and luggage carriers are to be returned to parking area promptly after use (the elevator and lobby are not the places to leave these items).
10. **Hurricane Shutters.** Florida Statute authorizes any Unit Owner to install hurricane shutters in accordance with specifications approved by the Board of Administration. The Condominium Act allows for such specifications to be adopted by the Board concerning the color, style and other relevant factors of such installations.
- a. Any installation of hurricane shutters by a Unit Owner shall comply with the building code of Waterfront, Florida. Any contract for such installation shall be in writing and shall be with a properly licensed contractor.
 - b. An Owner installing hurricane shutters shall be responsible for any damage to the common elements or another unit as a result of such installation.
 - c. Prior to commencement of installation of any hurricane shutters, the Unit Owner shall give written notice to the Board of Administration of the owner's intention to make such installation. The Owner shall additionally provide the Board with a copy of the agreement for the installation, the color and specifications of the shutters, and an estimated work schedule for the installation.
11. **Smoking Restrictions.** In accordance with the Florida Clean Indoor Air Act (FS 386.203 & 386.206): Smoking is not permitted at meetings in the community, either of the Board of Directors or the members, except in designated smoking areas or unless the meeting is held in a private residence. Any person violating the Act or the non-smoking area designated under the Act is subject to a \$100.00 fine for the first occurrence and a \$400.00 fine for each subsequent occurrence.
12. **Flags.** Any Unit Owner may display one portable, removable United States flag in a respectful manner.
13. **Changes To Building.** Any alterations, construction or changes to his Unit that an Owner wants to make, which would reflect a change in the uniform appearance of the building, shall be submitted in writing to the Board along with a description of the proposed work, and if such work is to be done by a contractor, he must be a properly licensed contractor and the proposal should be submitted by said contractor.

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**SCHEDULE A
RULES AND REGULATIONS**

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**LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC.
13335 Johnson Beach Road
Pensacola, Florida 32507**

1. **Lobby, Halls, and Stairways**
 - a. Children should not be permitted to loiter or play in the halls, stairways, fountains, elevator, or lobby at any time. When the elevator becomes jammed from children playing with the buttons, everyone is inconvenienced.
 - b. Everyone should dry off before entering lobby.
 - c. All halls and stairs should be kept free of luggage, floats, bicycles, ice chests, etc.
 - d. Place trash and cigarettes in the receptacles that are provided.
 - e. The lobby doors are locked each night at 10:PM and may be entered after that time with the code. These doors should not be left standing open when they have been locked in order to provide extra security for all owners and guests. The security code should not be given out indiscriminately, such as for deliveries.

2. **Balconies**
 - a. No objects including cigarette and cigar butts and ashes shall be thrown or dropped from any balcony. No rubbish, litter, sand, gravel, etc. shall be swept from balconies at any time. At no time shall towels, table cloths, rugs, etc. be shaken or thrown over balconies.
 - b. No towels are to be hung over rails of balconies.
 - c. All furniture and other items should be sorted and placed in a safe area to prevent them from blowing around when the owner is away from the unit for extended periods.

3. **Trash**
 - a. All normal household trash should be put in the trash chutes located on each floor.
 - b. All fish products and pet litter should be double wrapped and securely sealed prior to disposal in the garbage chutes.
 - c. Boxes and other large trash items should be taken to the trash room (under the trash chutes on the ground floor).
 - d. Owners are to require contractors to remove all rubbish, carpets, etc. from Lands End property. The trash buggies are for normal garbage and trash only. Owners will be charged for all excessive trash removal.

4. **Parking Areas**
 - a. Only Owners are allowed to park under the building. Guests and renters should park under the tennis courts.
 - b. The parking of boats and trailers is prohibited for periods longer than 24 hours. These should be parked under the tennis courts in a manner that does not restrict the flow of vehicles.

5. **Pool and Deck Areas**
 - a. The pool is open for use between 8:00 AM and 10:00 PM.
 - b. Children under age 12 must be supervised by an adult (at the pool) while they are swimming.
 - c. No children wearing diapers are to be allowed to enter the pool.
 - d. No rocks or shells are allowed in the pool.
 - e. No floats, surfboards, and such are allowed in the pool at any time.
 - f. When returning from the beach, all sand and tar should be washed off before entering the pool or going to the lobby. A faucet and shower are provided at pool area for this purpose.
 - g. The chairs and lounges are for everyone's enjoyment and should not be "reserved". All towels, coolers, etc. should be removed when the furniture is not being used so that others may enjoy them as well. (This does not include while in the pool, but does include going into the building or to the beach.)
 - h. No towels, apparel, beach toys, etc. should be left at the pool area overnight. If they are, they will be removed by the manager.
 - i. Food and glass objects should not be brought to the pool area. Tables and chairs are provided on the deck area adjacent to the pool where these items may be taken.
 - j. All trash should be removed from the pool and deck areas after use. A trash can is provided for small amounts, but everyone should take large amounts of trash to the garbage room or their own unit for disposal.

6. **Pets**
 - a. Pets are to be kept on a leash or in a cage while in common areas and on the grounds.
 - b. No pets are allowed in the pool area.
 - c. Only owners are allowed to bring pets to Lands End.

7. **Tennis Courts/Exercise Room**

Prepared by:
Margaret T. Stopp
MOORE, HILL & WESTMORELAND, P.A.
P. O. Box 13290
Pensacola, FL 32591

**CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION AND BY-LAWS OF
LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS GIVEN that at a duly called meeting of the Board of Directors on the 24th day of February, 2020, by not less than 60% of the entire Board of Directors, and after notice to the membership at a meeting on the 16th day of May, 2020, 60% the votes of all members of the Association represented at the meeting at which a quorum was attained, adopted an amendment to the Articles of Incorporation pursuant to Article IX of the Articles of Incorporation of Lands End Condominium Association, Inc., as recorded in O.R. Book 2060 at Page 908 *et seq.* of the public records of Escambia County, Florida. The Amendment is attached as Schedule A.

NOTICE IS FURTHER GIVEN that at a duly called meeting of the Board of Directors on the 24th day of February, 2020, by not less than 60% of the entire Board of Directors, and after notice to the membership at a meeting on the 16th day of May, 2020, 66-2/3% the votes of all members of the Association represented at the meeting at which a quorum was attained, adopted amendments to the By-Laws pursuant to section 13.2 of the By-Laws of Lands End Condominium Association, Inc., as recorded in O.R. Book 2060 at Page 908 *et seq.* and as amended in O.R. Book 3357 at Page 411 *et seq.*, all in the public records of Escambia County, Florida. The Amendments are attached as Schedule B.

IN WITNESS WHEREOF, Lands End of Perdido Key Condominium Association, Inc. has caused this Certificate of Amendment to be executed this 27 day of May, 2020.

Witnesses:

**Lands End of Perdido Key
Condominium Association, Inc.**

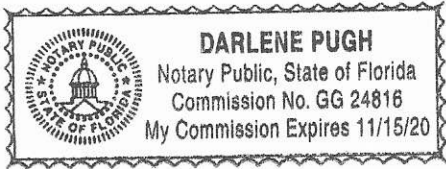
[Signature]
Print Darlene Pugh

[Signature]
By Patricia H Lew
Its President

[Signature]
Print Darlene Pugh

STATE OF Florida
COUNTY OF Escambia

The foregoing document was acknowledged before me by means of physical presence or online notarization, this 27th day of May, 2020 by Patricia H. Lew, as President of the Lands End of Perdido Key Condominium Association, Inc., a Florida non-profit corporation, who is personally know to me, or who produced FLPK as identification.



[Signature]
Notary Public
My commission expires 11.15.2020

**SCHEDULE B
AMENDMENTS TO
BY-LAWS OF
LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC.**

Amendment Part 1. The By-Laws of Lands End of Perdido Key Condominium Association, Inc., recorded in O.R. Book 3357 at page 411 of the public records of Escambia County, Florida are amended as follows:

3. Members.

- 3.1 Annual Meeting. The annual members' meeting 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 twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the annual meeting shall be held ~~the last Saturday in the month of March at 3PM in the Cabana at Lands End~~ within 60 days of the end of the fiscal year.

Amendment Part 2. The By-Laws of Lands End of Perdido Key Condominium Association, Inc., recorded in O.R. Book 3357 at page 411 of the public records of Escambia County, Florida are amended as follows:

- 4.1 Membership: The affairs of the Association shall be governed by a Board of ~~not less than three (3) nor more than nine (9)~~ five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.

Amendment Part 3. The By-Laws of Lands End of Perdido Key Condominium Association, Inc., recorded in O.R. Book 3357 at page 411 of the public records of Escambia County, Florida are amended as follows:

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until ~~he~~ the Director is removed in the manner elsewhere provided. The term for Directors is two years as provided for herein.

To maintain continuity, no more than three board positions will be available for election each year. Staggered terms will begin as of the 2021 annual meeting at which time two Directors as determined by majority vote of the Board shall be elected for a two-year term and in 2022, the three Director positions that were one-year terms will become two-year terms.

No person shall serve more than eight consecutive years except as provided for by Chapter 718 of the Florida Statutes, as it may be amended from time to time.