

Bylaws  
of  
DrewTina Commerce Center Property Owners Association, Inc.  
(A Not-For-Profit Corporation)

COPY

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of  
DrewTina Commerce Center Property Owners Association, Inc.  
(A Not-For-Profit Corporation)

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Bylaws  
of  
DrewTina Commerce Center Property Owners Association, Inc.

(A Not-For-Profit Corporation )

Article I  
General

Section 1. Name, Term and Principal Office. The name, term of existence, and principal office of DrewTina Commerce Center Property Owners Association, Inc. ("Association"), shall be as set forth in the Articles of Incorporation.

Section 2. Rights, Powers, and Duties. The Association and its Members, directors, and officers shall have the rights, powers, duties, and functions as set forth in these Bylaws, the Articles of Incorporation, and, as applicable, Chapter 718, F.S., as amended from time to time.

Section 3. Members. The members of the Association ("Members"), their qualifications, manner of admission, and transfer of membership shall be as set forth in the Articles of Incorporation.

Section 4. Definitions. Each capitalized term used in these Bylaws shall have the meaning ascribed to such term in the Declaration of Condominium for DrewTina Commerce Center, a commercial condominium ("Declaration"), and Chapter 718, F.S., and is incorporated by reference in these Bylaws as if set forth herein.

Article II  
Officers

Section 1. Title of Officers. The officers of the Association shall consist of a president, a vice president, a secretary, a treasurer, and such other officers as the Board from time to time may deem appropriate.

Section 2. President. The president shall be the chief executive officer of the Association and shall preside at all meetings of the Members and the Board. He shall have the general powers and duties usually vested in the office of president, including the power to appoint committees from among the Members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts, and other instruments in the name and on behalf of the Association (and under its corporate seal when a seal is required) except when such documents are required by law to be otherwise

executed and except when the signing and execution of the documents shall be delegated by the Board to another officer or agent of the Association.

Section 3. Vice President. The vice president(s) shall be vested with all the powers and required to perform all the duties of the president in his absence, and such other duties as may be prescribed by the Board. In the event there is more than one vice president, the Board may prescribe the order in which the vice presidents shall assume control in the absence of the president.

Section 4. Secretary. The secretary shall attend all meetings of the Board and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committees when so required. He shall have charge of the minute book and such records and papers as the Board may direct, maintain the mortgage roster (from information provided by mortgage holders and Members), and perform all duties incident to the office of secretary, including the sending of notices of meetings to the members of the Board and committees, and such other duties as may be prescribed by the Bylaws or by the Board or the president. He also shall have custody of the corporate seal and when authorized by the Board shall affix the same to any instrument requiring it and attest the same when appropriate. He shall compile and keep up to date, at the principal office of the Association, a complete list of the Members and their last known post office addresses, and the names and addresses of any proxy holders or voting trustees. The secretary shall make the minute book available for inspection by the Members and directors at all reasonable times. The Board also may designate an Assistant Secretary who shall perform the functions of the secretary when the secretary is absent.

Section 5. Treasurer. The treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as from time to time may be designated by the Board. He shall disburse the funds of the Association as from time to time may be ordered by the Board or by the president, shall make proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the Board or whenever they or any of them shall require, an account of his transactions as treasurer and/or the financial condition of the Association. He shall, in addition, keep all books and records of accounts as may be required by Chapter 718, F.S. or any other applicable law. The accounting records of the Association shall be open to inspection by the Members at all reasonable times, and a summary of the records shall be provided to each Member along with the notice of the annual meeting required in these Bylaws.

Section 6. Manner of Selection and Removal. Officers need not be directors or Members. Officers of the Association shall be elected at each annual meeting of the Board by the affirmative vote of a majority of directors when a quorum is present, and shall hold office at the pleasure of the Board. Any officer may be removed, either with or without cause, and any vacancy in any office may be filled at any meeting of the Board by the affirmative vote of a majority of the directors at which a quorum is present. The Board may appoint other officers and grant them the duties it deems appropriate.

Section 7. Compensation. The Association may pay the officers reasonable compensation.

Section 8. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect upon its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

### Article III Board of Directors

Section 1. Initial Board and Term of Office. The members of the initial Board shall be as set forth in the Articles of Incorporation. The term of office of each Board member shall be as set forth in Article V, Section 4, of these Bylaws. The Board may, from time to time, increase the number of directors of the Board as they deem to be in the best interests of the Association, provided that such determination shall not affect the term of a duly qualified and seated director of the Board, and further provided that the Board shall consist of not less than three (3) nor more than seven (7) persons. Until changed by action of the Board, the Board initially shall consist of three (3) directors.

Section 2. Powers and Duties. The Board shall have and may exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties, and functions. The Board is authorized to adopt and amend Rules and Regulations, not inconsistent with Chapters 607 or 718, F.S., the Declaration, the Articles of Incorporation, and these Bylaws governing the Units and appurtenances, the common elements, and all the facilities owned or controlled by the Association. The Board may do or cause to be done all other lawful acts and things which are not by law, the Declaration, the Articles of Incorporation, these Bylaws, or otherwise, specifically directed or required to be done or exercised by the Members. When appropriate, the Board may make reasonable delegation of its authority to officers and/or employees of the Association.

The powers of the Board shall specifically include, but not be limited to, the following:

- A. To levy and collect regular and special Assessments.
- B. To use and expend the Assessments collected to maintain, care for and preserve the Units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the Members.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To enter into and upon the Units when necessary, with as little inconvenience to the Members as possible, in connection with said maintenance, care and preservation.
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty and the Association and the Members against public liability, and to purchase such other insurance as the Board may deem advisable.
- F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these Bylaws, the Articles, the Declaration, and the rules and regulations promulgated by the Board.
- G. To employ and compensate such personnel as may be required for the maintenance and preservation of the condominium property.
- H. To make reasonable rules and regulations for the occupancy of the Units and the use of the common elements.
- I. To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declarations to have the specific approval of the Board or membership.
- J. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.
- K. To contract for commonly metered Utility Service and levy and collect for same.

Section 3. Manner of Selection and Removal. Directors need not be Members. Subject to the provisions of these Bylaws securing the rights of the Developer to appoint a portion of the directors, each director shall be elected by the Members in such a manner as to achieve staggered terms of service. The Developer shall be entitled to vote as a Member for a director only when permitted by the provisions of Section 718.301, F.S.. An election of directors shall be held at the annual Members' meeting at which a quorum is present. Each director shall be elected by a plurality of the Members present at the meeting in person or by proxy.

Notwithstanding anything in the Articles of Incorporation, or these Bylaws to the contrary, the Developer shall be entitled, but not obligated, to elect or designate from time to time all or a part of the directors that will manage the affairs of the Association until the earlier of such time as the Developer (a) no longer holds any Units for sale; (b) does not own any Units within the Condominium; or (c) elects to turn-over control to all Members other than the Developer. After such time that Developer (a) no longer holds any Units for sale; (b) does not own any Units; and/or (c) elects to turn-over control, the Members other than the Developer shall be entitled to elect the directors of the Board.

Nominations for each director vacancy to be filled by election at the next annual Members' meeting shall be made in accordance with the provisions of Section 718.112(2)(d)3. The Board may appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates. If there is no nominee for election to a directorship or if no nominee is elected for such position at the annual meeting, then as soon as practicable thereafter, such directorship shall be filled by appointment of the Board on approval of at least 66% of the remaining members of the Board. In the event of a vacancy on the Board by reason of death, resignation, or otherwise (except an increase in the number of directors on the Board), a majority of the Board, even if the remaining directors constitute less than a quorum, is authorized to fill the vacancy, such successor to hold office as a director continuing until the next election of directors by the Members. In the event of a vacancy on the Board by reason of an increase in the number of directors on the Board, a majority of the Board is authorized to fill the vacancy only for a term of office as a director continuing until the next election of directors by the Members. If after a written request of any Member that a vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the Members at a duly called meeting in the same manner as the election of directors provided in these Bylaws.

Section 4. Compensation. The Association may pay Board members reasonable compensation.



Section 5. Committees. The Board may appoint Committees as deemed appropriate in carrying out its purpose, including without limitations an Architectural Review Committee.

Section 6. Accounting Records. The Association shall maintain accounting records for the Condominium according to generally accepted accounting principles, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit which shall designate the name and address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due. Notwithstanding anything herein to the contrary, the Association's duties in this regard shall be governed by relevant provisions of the Condominium Act, including Section 718.111(7).

Section 7. Common or Interested Directors. Each member of the Board shall exercise his or her powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or association (including Developer) in which any of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such directors is present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or her vote is counted for such purpose, so long as any of the conditions specified in any of the following subparagraphs exist:

(a) the fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact that the common directorate or interest is disclosed or known to at least a majority of the members of the Association and the members' ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested director may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof, which

authorizes, approves or ratifies any contract or transaction but shall not vote on the specific issue or issues in which he or she has a common interest in the outcome.

Article IV  
Board of Directors Meetings

Section 1. Quorum. At all meetings of the Board, a majority of directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each director by the president.

Section 2. Annual Meetings. Annual meetings of the Board shall be held as soon as practicable after the annual meeting of the Members at such place as shall be designated by the Board. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by a majority of the members of the Board when a quorum is present. Notice of regular and special meetings of the Board shall be given to each director personally or by telegram or by United States mail sent to each director at least seven (7) days prior to the date of the meeting. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings for which separate notice to the directors shall not be required.

Section 3. Special Meetings. Special meetings of the directors may be called by the president or on the written request of any director. All meetings of the Board and any committee of the Board at which a quorum of the members of that committee is present shall be open to the Members, who may speak at such meetings on all designated agenda items. The Board may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements.

Section 4. Notice Requirements. Adequate notice of all meetings of the Board, which notice shall specifically incorporate an identification of agenda items, shall be mailed or delivered to all Members, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by the vote of at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency Special Assessments, or at which amendment to a Rule or Regulation regarding Unit use will be considered, shall be mailed or delivered to the Members not less than fourteen (14) days prior to the meeting. Evidence of compliance of this fourteen-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting in which regular Assessments against Members are to be considered for any reason specifically shall contain a

statement that regular Assessments will be considered and the nature of any such Assessments.

Section 5. Waiver of Notice. Any director may waive notice of a meeting before, at, or after the meeting and the waiver shall be deemed equivalent to the giving of notice to the director. Attendance at the meeting shall constitute waiver of notice of the meeting, except when the director'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.

Section 6. Telephonic Meetings. Members of the Board may participate in any meeting of the Board by means of a telephone or video conference. When a telephone or video conference is used, a telephone speaker shall be used so that the discussion may be heard by the directors and the Members present in an open meeting. Directors utilizing telephone or video conference calls may be counted toward obtaining a quorum and may vote over the telephone.

## Article V Member Meetings

Section 1. Quorum. Members present in person or represented by proxy, entitled to cast at least fifty-one percent (51%) of the votes of all Members shall constitute a quorum. When a quorum is present at any meeting, a simple majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one on which by express provision of Chapter 718, F.S., the Declaration, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 2. Proxy Voting Requirements. All Members may vote by proxy unless prohibited by Chapter 718, F.S., the Articles of Incorporation, or these Bylaws.

Section 3. Proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully 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 is revocable at any time at the pleasure of the Member executing it.

Section 4. Annual Meeting. Vacancy Caused by Expiration of Term, and Terms. There shall be an annual meeting of the Members. Except as provided in

these Bylaws, a vacancy on the Board caused by the expiration of a director's term shall be filled by electing a new Board member at such meeting and the election shall be by closed ballot; however, if there is only one candidate for election to fill the vacancy, no election is required. Unless earlier removed, each director shall hold office for three (3) years plus or minus such time so that such term actually shall terminate on the date of the third annual membership meeting following the date of the meeting at which the subject director was elected ("full three-year term"); provided, however, that the Board may determine that any director to be elected at a forthcoming meeting shall have a specified shorter term in order to (i) achieve staggered terms of service for the directors so that once the staggered terms are achieved no more than one director will be elected each year by the Members at the annual Members' meeting until the total number of directors exceeds three or (ii) maintain the staggering of such terms. When the total number of directors exceeds three (3), then the number of directors elected each year shall be as nearly equal as possible.

Section 5. Method of Calling Meetings. All annual and special meetings of the Association shall be held in Orange County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members with the notice of each meeting.

Annual meetings of the Members shall be held on such date and at such time as the Board may select from time to time. Notice of the meeting shall incorporate the agenda, and shall be hand-delivered or sent by United States mail to each Member listed in the membership book of the Association at the address shown in the membership book at least fourteen (14) days prior to the meeting ("Member of Record"). Unless a Member waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Member.

Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration may be called by the president, vice-president, secretary, a majority of the Board, or by the Members having one-tenth (1/10) of the votes of the membership. No business shall be transacted at any special meeting except as stated in the notice of the meeting unless by consent of one-half (1/2) of the Members represented at the meeting either in person or by proxy. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or any member of the Board, not less than fourteen (14) days prior to the date of the meeting, stating the date, time, and place of the meeting, and the purpose or purposes. The Members may waive notice

of a special meeting and shall be deemed to have waived notice by being present at the meeting.

When a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Members shall so advise the Association in writing, or if no address is given, or the Members do not agree, to the address provided on the deed of record. An officer of the Association, or the Manager, or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service Certificate that the notice was mailed or hand-delivered in accordance with Section 718.112(2)(d)2, F.S., to each Member at the address last furnished to the Association.

Section 6. Miscellaneous Provisions. Members of the Board shall be elected by written ballot or voting machine. Proxies may be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, if permitted by Chapter 718, F.S. The election shall be conducted as required by Chapter 718, F.S. The Association and Members shall comply with any rules established by the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") for voting procedures and secrecy of ballots. Elections shall be decided by the plurality of ballots cast. Fifty-one percent (51%) of the voting interests must be present at a Members meeting to constitute a quorum. No Member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Member who needs assistance in casting the ballot for reasons stated in Section 101.051, F.S. may obtain assistance in casting a ballot. Any Member violating this provision may be fined by the Association in accordance with Section 718.303, F.S. The regular election shall occur on the date of the annual meeting.

Section 7. Approval; Written Agreement. Any action which may be taken by the membership pursuant to a duly called meeting may be taken by written agreement without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least fifty-one percent (51%) of the votes of all Members. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of Chapter 718, F.S., the Declaration, the Articles of Incorporation, or these Bylaws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 8. Waiver of Notice. Members may waive notice of specific meetings as allowed in these Bylaws, the Declaration, or any statute.

Section 9. Member Participation. Members have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member participation.

Section 10. Taping Meetings. Any Member may tape record or videotape a meeting of the Members subject to reasonable rules adopted by the Board in accordance with procedures established by the Division.

#### Article VI Budget Meeting

The Board shall determine an annual budget for the Association and shall mail a copy of the proposed annual budget to the Members not less than fourteen (14) days prior to the Board meeting at which the budget will be considered together with a written notice of the time and place of that meeting. The meeting shall be open to all Members. If an adopted budget requires assessment against the Members in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, on written application of Members having ten percent (10%) of the votes of the entire membership, shall call a special meeting of the Members within thirty (30) days, on not less than ten (10) days' written notice to each Member. At the special meeting, Members shall consider and enact a budget. The adoption of the budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. The Board may propose a budget to the Members at the special meeting of Members or in writing, and if the budget or proposed budget is approved by the Members at the meeting or in writing by Members having a majority of the votes of the entire membership, the budget shall be adopted. If a meeting of the Members has been called and a quorum is not attained without adjourning or a substitute budget is not adopted by the Members, the budget adopted by the Board shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, or for the payment of commonly metered Utility Service, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterment to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board, the Board shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of the votes of the entire membership.

If the Board fails for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by fifteen percent (15%) and shall continue in effect until a new budget is adopted.

If the annual assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board. Unpaid Assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

#### Article VII Annual Budget

Section 1. Basic Requirements. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. 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 as provided for in Section 718.113(1), F.S., the budget or a schedule attached thereto shall show amounts budgeted therefor.

Section 2. Reserve Accounts. The Board shall have the right to assess Units to establish a reserve fund for commonly metered Utility Service and for deferred maintenance or the future replacement of or additions to the common elements, and such reserve fund shall be held in trust by the Board or its designated nominee.

Section 3. Use of Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy present at a duly called meeting of the Association.

#### Article VIII Assessments

The Association shall collect from the Members their respective shares of the Assessments pursuant to the Declaration, in accordance with the procedure prescribed in the Declaration. A Member's proportionate share of Assessments shall constitute a personal obligation of the Member. Assessments shall be made not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any Assessment, unpaid for more than ten (10) days after the due date, shall bear

interest from the due date until paid at the rate of eighteen percent (18%) per annum or such other amount as may be set from time to time by the Board; provided, however, that the rate charged shall not exceed the maximum rate under applicable usury laws, if any. If permitted under Chapter 718, F.S., and at the discretion of the Board, an administrative late fee for each delinquent Assessment, or any installments on them, in an amount then allowed by applicable law, shall be due and payable by the delinquent Member in addition to interest. Any costs of collection, including reasonable collection agency fees and reasonable attorneys' fees incurred in collection of a delinquent Assessment shall be paid by the Member and shall be secured by a lien in favor of the Association on the respective Unit.

The Association may accelerate Assessments of a Member who is delinquent in payment of any Assessment. Accelerated Assessments shall be due and payable as of the date the claim of lien is filed. Accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

#### Article IX Amendment of Bylaws

Section 1. Method. Amendments to these Bylaws shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at either the annual or a special meeting of the Members. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the full text of the proposed amendment, as described in Section 2 below, shall be given to each Member of Record entitled to vote within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or summary may be included in the notice of annual meeting.

(c) At such meeting having a quorum in attendance by Members present in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of seventy-five percent (75%) of the number of votes cast by the Members in person or by proxy at such meeting.

Section 2. Procedure. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full



text of the Bylaws to be amended; new words shall be inserted and the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words to be added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw \_\_\_\_ for present text."

Section 3. Nonmaterial Errors. Nonmaterial errors or omissions in the amendment process will not invalidate an otherwise properly promulgated amendment.

Section 4. Specific Prohibitions. No amendment shall make any change in the qualification for membership without approval in writing of all Members and the consent of all record holders of mortgages on any Condominium Property or on property held by the Association. No amendment shall be made that is in conflict with Chapter 718, F.S., or the Declaration. No amendment which affects the rights and privileges provided to the Developer in Chapter 718, F.S. or the Declaration shall be effective without the prior written consent of the Developer.

Article X  
Transfer Fees

No charge shall be made by the Association or any body thereof in connection with the sale of a Unit unless the Association is required to approve such transfer and a fee for such approval is provided for in the Declaration, Articles, or Bylaws. Any such fee may be preset, but in no event may such fee exceed the amount provided by law per applicant, other than husband/wife or parent/ dependent child, which are considered one applicant. While Unit Owners may lease their Units without the prior approval of the Association, the Association may require that a prospective lessee or the Owner of the Unit place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements, limited common elements, and/or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, F.S.

Article XI  
Fidelity Bonds

[INTENTIONALLY OMITTED]

Article XII  
Removal

Subject to the provisions of Section 718.301 F.S., as enacted upon the date of recordation of the Declaration, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Members. A special meeting of the Members to recall a member or members of the Board may be called by ten percent (10%) of the Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Developer. If any Director fails to pay any Assessment levied by the Board, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Article XIII  
Arbitration

In the event of a dispute as defined in Section 718.1255, F.S., the disputing parties must arbitrate their dispute(s) in accordance with the provisions of Section 718.1255, F.S.

Article XIV  
Default

Section 1. Delinquent Payment. In the event a Member does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board, may enforce its lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

Section 2. Foreclosure. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale, and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Unit which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and

refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Owner of the Unit.

Section 3. Violation. In the event of a violation of the provisions of the Declaration, the Articles or these Bylaws, which violation is not corrected within ten (10) days after notice from the Association to the Member to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. The Association shall not impose a fine (a late charge shall not constitute a fine) unless and until the violator is served with a written notice stating: (a) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine and be provided with a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration, Bylaws or rules which have been violated; (c) a short and plain statement of the matters asserted by the Association; and (d) that all rights to have the fine considered are waived if a hearing is not requested within ten days of the date of the notice.

If a hearing is requested, it shall be before the Board or a committee appointed by the Board to hear violations, if established, and the alleged violator shall be given a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The minutes of the meeting shall contain a written statement of the results of the hearing.

Nothing contained in this Article shall be construed to require the Association to furnish notice to any Member of his failure to pay any Assessment, sum or other charge due to the Association. In the event such legal action is brought against a Member and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

Section 4. Consent. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Members to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Members, and to preserve each Member's right to enjoy his Unit free from unreasonable restraint and nuisance.

Article XV  
Common Elements; Limited Power to Convey

The Association has a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Article XVI  
Additional Provisions

Section 1. Miscellaneous. Should any paragraph, sentence, phrase, or portion of any provision of these Bylaws ("provision") be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts or the application of such provision to different circumstances. If any provision of these Bylaws conflict with any applicable law, statute, rule, regulation, or ordinance (collectively "law"), the provision shall be deemed to comply with the law. If any provision of these Bylaws conflicts with the Declaration, the provision shall be deemed to comply with the Declaration.

Section 2. Indemnification. Every officer and director shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director, whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the Members. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

Section 3. Corporate Seal. The Association shall have a seal in circular form with two concentric circles having within their circumference the words "DrewTina Commerce Center Property Owners Association, Inc., a Florida not for profit corporation," and the year of incorporation in the center of that circle.

Section 4. Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires. Should any of the provisions of these Bylaws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

**EXHIBIT "E"**

**UNDIVIDED SHARE OF COMMON ELEMENTS AND FRACTIONAL SHARE AS  
TO COMMON EXPENSES AND SURPLUS**

<u>Unit Number</u>	<u>Square Feet Inside Unit</u>	<u>Undivided Share of Common Elements and Common Expenses/Surplus</u>
Unit #1	1,381	1041/75,710
Unit #2	2,930	2930/75,710
Unit #3	4,171	4171/75,710
Unit #4	4,100	4100/75,710
Unit #5	4,100	4100/75,710
Unit #6	4,100	4100/75,710
Unit #7	4,100	4100/75,710
Unit #8	4,100	4100/75,710
Unit #9	4,100	4100/75,710
Unit #10	4,100	4100/75,710
Unit #11	4,199	4199/75,710
Unit #12	6,870	6870/75,710
Unit #13	6,822	6822/75,710
Unit #14	4,236	4236/75,710
Unit #15	4,100	4100/75,710
Unit #16	4,100	4100/75,710
Unit #17	4,100	4100/75,710

Unit #18	4,100	4100/75,710
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The foregoing determination is based upon the current plot plan for the Condominium. The as-built square footages may vary from the foregoing, but no adjustment shall be made in the foregoing assignment of shares unless Developer elects to subdivide a Unit. In the event the Developer elects to subdivide one or more Units, then the foregoing square footages shall be adjusted accordingly and the undivided share for any such Units shall be re-calculated based on a ratio of which the numerator shall be the number of net square feet inside the Unit as revised and the denominator shall be 75,710, the total number of net square feet included inside all Units.

**EXHIBIT "F"**  
**PROHIBITED USES**

**1.1 Prohibited Uses.** In addition to those uses which are inconsistent with applicable zoning or are prohibited or restricted by other recorded covenants, conditions, restrictions or easements, specifically including, without limitation, the Commerce Park Declaration, the following businesses shall not be transacted within any of the Units notwithstanding that the uses may otherwise be permitted under local zoning rules and regulations: veterinary clinic or kennel; funeral parlor or crematorium; any business involving adult related entertainment appealing to the prurient interest (which shall include, but not be limited to the sale of adult oriented books and videos involving nudity, peep show store, strip club, or other similar business); massage parlor; cabinet manufacturing; automotive body repair business; call centers; truck terminals and truck stop-type facilities; any industrial use, other than light manufacturing activities which otherwise comply with the restrictions herein; residential use; cocktail lounge; bar; disco; bowling alley; pool hall; billiard parlor; skating rink; roller rink; amusement arcade; children's play or party facility; second hand store; odd lot, closeout or liquidation store; auction house; flea market; educational or training facility; blood bank; sleeping quarters or lodging; the housing or raising of animals; the sale, leasing or storage of automobiles, boats or other vehicles; a car wash; an assembly hall; off track betting establishment; bingo parlor; a restaurant; any business which uses an excessive amount of parking; and/or any business which stores or generates chlorine, hazardous materials, biohazardous materials, hazardous wastes or biohazardous wastes as defined by applicable federal, State or local laws, or such other restrictions as Developer or Association may provide to any deed of conveyance, or by amendment to this Declaration.

**1.2 Additional Restrictions.** No Owner, tenant or other occupant shall:

- (A) paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; tint color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board; plant any planting outside of a Unit except upon written approval of the Board of Directors of the Association; erect any exterior lights or signs (except as otherwise provided herein); or erect or attach any structures or fixtures within the Common Elements.

- (B) make any structural additions or alterations without prior written consent of the Association (except the erection or removal of non-support carrying interior partitions wholly within the Unit). Any such additions or alterations shall be performed by a licensed contractor in accordance with applicable Building Codes, laws and ordinances and in accordance with plans and specifications and a schedule of commencement and completion previously approved in writing by the Board of Directors of the Association.
- (C) permit loud or objectionable noises or obnoxious odors to emanate from the Unit that may cause a nuisance to the occupants of other Units, in the sole opinion of the Board of Directors of the Association.
- (D) fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the Unit or assigned storage areas at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association.
- (E) erect, construct or maintain wires, antennas, satellite dishes or other equipment or structures on the exterior or roof of the Building or on or in any of the Common Elements, except with the written consent of the Board of Directors of the Association (which may be granted or denied in the Board's sole discretion).
- (F) permit or suffer anything to be done or kept in a Condominium Unit or assigned storage area or in the Common Elements which will increase insurance rates on any Unit or on the common property.
- (G) commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Elements.
- (H) obstruct the common way of ingress or egress to the other Units or the Common Elements.
- (I) with respect to non-commercial vehicles, park anywhere on site other than in provided parking spaces or in front of their own Unit, provided they do not impede the designed flow of traffic.
- (J) allow anything to remain in the Common Areas which would be unsightly or hazardous or hang any unsightly objects which are visible outside of the Unit.



- (K) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, or allow excessive rubbish, refuse, garbage or trash to accumulate so as to overburden the receptacles.
- (L) allow any fire or health hazard to exist.
- (M) fail to keep their Unit in a clean and sanitary condition.
- (N) make use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.
- (O) park vans or trucks (except for delivery vans or trucks used in the businesses conducted on the Condominium Property provided that the number of delivery vans or trucks is not excessive as determined by the Board of Directors), boats, campers, trailers, mobile homes and similar vehicles in any parking area, unless, in the case of a van or pickup truck, such vehicle is for the personal use of a Unit Owner, a tenant of a Unit Owner or customers. Service vehicles and trucks located in the truck bays are excluded from this provision.
- (P) lease a Unit without the prior written approval of the Board of Directors or its duly authorized officer for any period of time, so that the high quality of this Condominium shall be maintained and so that it shall not become a facility for transient and unstable businesses, practices or operations. During the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use the Common Elements and facilities except as a guest of another Unit Owner or lessee and the lessee shall fully comply with all the covenants and restrictions set forth herein.
- (Q) use a Unit for any purpose which violates Federal, State or local laws.
- (R) allow any animals to be kept overnight in the Unit other than tropical fish.
- (S) place a load upon any floor of its Unit, including mezzanine area, if any, which exceeds the load per square foot that such floor was designed to carry and that is allowed by law. Heavy objects shall stand on platforms to properly distribute the weight. All damage done to the Building by the placement, maintaining or moving of such equipment or other property shall be repaired at the expense of the Unit Owner.

- (T) Forklifts which operate on asphalt areas shall only use tires that do not damage the asphalt.
- (U) use any method of heating or air conditioning other than that approved by the applicable governmental authorities.
- (V) go on the roof without Developer's permission.
- (W) permit trucks, tractors or similar vehicles to be parked anywhere other than in its own truck bay. Tractor-trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the parking areas or on streets adjacent thereto, except that parking is permitted in the truck bays.
- (X) during periods of loading and unloading, unreasonably interfere with traffic flow and loading and unloading areas of other Owners.
- (Y) All products, materials or goods must be stored within the Unit Owner's Unit and not in any exterior areas, including, but not limited to, exterior dock platforms or the truck bays, against the exterior of the Building, or in the parking areas and driveway areas. Unit Owners agree to keep the exterior of the Unit clean and free of nails, wood, pallets, packing materials, barrels and any other debris produced from their operation.

**1.3 Limitations on Usage Within Certain Units.** Notwithstanding anything herein to the contrary, with the exception of those Units which are Office Units, no more than twenty percent (20%) of the square footage of any Unit shall be used for Office Purposes, it being the intent that a minimum of eighty percent (80%) of the square footage of each Unit (except the Office Units) shall be used for Warehouse Purposes, unless otherwise approved in advance by Developer, in its sole discretion.

**1.4 Proviso.** Provided, however, notwithstanding anything to the contrary contained herein until the Developer has closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, shall interfere with the sale of the Condominium Units. Developer may make such use of the unsold Units. Common Elements and common areas as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, showing of the property, and the display of signs.

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