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EXHIBIT "E"

BY-LAWS OF

HARBOURSIDE SUNSETS VILLAS CONDOMINIUM ASSOCIATION, INC.

**BY-LAWS OF
HARBOURSIDE SUNSETS CONDOMINIUM ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION**

I. IDENTITY

These are the By-Laws of HARBOURSIDE SUNSETS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, (the "Association").

II. PURPOSE

This Association has been organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida (the "Act"), and in turn for the purpose of operating, governing, administering, and managing the property and affairs of HARBOURSIDE SUNSETS, a Condominium (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further, to exercise all powers granted to a condominium association under the Act.

III. DIRECTORS AND OFFICERS

A. DIRECTORS

1. The affairs of the Association shall be managed by an Initial Board of Administration (the "Initial Board") composed of three (3) persons. The members of the Initial Board need not be members of the Association. They shall serve until fifteen (15%) percent of the units in the Condominium are conveyed to unit owners other than the Developer (the "Purchaser Members"), at which time one (1) member of the Initial Board shall be replaced by a member of the Board of Administration elected by the Purchaser Members. The Purchaser Members shall be entitled to elect a majority of the Board of Administration of the Association either three (3) months after ninety (90%) percent of the units in the Condominium have been conveyed to Purchaser members; three (3) years after fifty (50%) percent of the units in the Condominium have been conveyed to Purchaser Members; when all of the units in the Condominium have been completed, some of them have been conveyed to Purchaser Members and none of the units in the Condominium are being offered for sale by the Developer in the ordinary course of business; when some of the units in the Condominium have been conveyed to Purchaser Members and none of the other units in the Condominium are being offered for sale by the Developer in the ordinary course of business; or seven (7) years after the recordation of the Declaration of Condominium for the Condominium among the public records of Volusia County, Florida, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the Condominium.

Following the time the Developer relinquishes control of the Board of Administration of the Association, the Developer may exercise the right to vote any developer owned units in the Condominium, in the same manner as any other unit owner, except for the purpose of reacquiring

control of the Board of Administration of the Association or selecting the majority member of the Board of Administration of the Association.

Until such time as the Purchaser Members shall be entitled to elect all of the members of the Board of Administration, the Developer shall have the absolute right, in its sole and absolute discretion and at any time, to remove any member of the Board of Administration selected by the Developer and to replace the member of the Board of Administration so discharged.

2. The Purchaser Members shall elect a majority of the Board of Administration, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

3. Subsequently to the Majority Election Meeting, the members of the Board of Administration shall be elected by the members of the Association at each annual meeting of members and the member of the Board of Administration shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.

4. Members of the Board of Administration shall be elected at the Majority Election Meeting and at each annual meeting of the members, as follows:

a. The Board of Administration shall be elected by the written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, except at elections to fill vacancies caused by recall at which instance limited proxies may be used. Not less than sixty (60) days before a scheduled election, the Secretary shall mail and deliver, whether by separate Association mailing or included in another Association mailing or deliver including regularly published newsletters, to each member of the Association entitled to vote, a first notice of the date of election. Any member of the Association or other eligible person desiring to be a candidate for the Board of Administration shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. No less than fourteen (14) days and no more than thirty-four (34) days prior to the election, the Association shall then mail or deliver a second notice of the meeting to all members of the Association entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing, copying and delivery to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board. There shall be no quorum requirement; however, at least twenty (20%) percent of the members must cast a ballot to have a valid election. No member of the Association shall permit any other to vote such member's ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with the provisions of Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting of the

membership of the Association.

5. Members of the Board of Administration shall be members of the Association, except that this provision shall not apply to members of the Board of Administration selected by the Developer.

B. OFFICERS.

The Officers of the Association shall consist of a President, Vice President, a Secretary and a Treasurer, any of whom may be members of the Board of Administration, and such other Officers as the Board of Administration may appoint. The President must be a member of the Board of Administration. The Officers named in the Articles of Incorporation shall serve, unless removed and replaced by the Developer, until the first meeting of the Board of Administration held subsequent to the Majority Election Meeting, and at such meeting, the Board of Administration shall elect the aforesaid officers. Officers elected at the first meeting of the Board of Administration held subsequent to the Majority Election Meeting, shall hold office until the next ensuing annual meeting of the Board of Administration and until their successors shall have been elected and shall qualify.

C. RESIGNATION, VACANCY, REMOVAL AND COMPENSATION

1. Any member of the Board of Administration or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination of membership in the Association, by the member or Officer.

2. Subject to the right of the Developer to replace members of the Board of Administration selected by the Developer, the members of the Association at a Special Meeting of the membership, shall fill the vacancy on the Board of Administration by electing a person who shall serve until the next annual meeting of the members. In the event of a vacancy on the Board of Administration caused by a recall of a member of the Board of Administration, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes, the member of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Administration, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Administration at its next meeting by electing a person to serve for the unexpired term.

3. Any member of the Board of Administration may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112 (2)(j), Florida Statutes, and the members of the Board of Administration selected by the Developer shall not be affected by these provisions.

4. Upon an affirmative vote of a majority of the members of the Board of

Administration, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Administrations, or at any special meeting called for such purpose.

5. No compensation shall be paid to member of the Board of Administration or Officers for their services as member of the Board of Administration or Officers.

IV. POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Act as the same may be amended from time to time, and the Articles of Incorporation unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws or by law; and the aforementioned powers of the Association shall include, but shall not be limited to the following:

A. All of the powers specifically provided for in the Declaration of Condominium and the Act.

B. The power to levy and collect assessments based upon a budget formally adopted by the Board of Administration; provided, however, the Association shall not charge any fee for use by the members of the common elements or of property owned by the Association, unless such use is the subject of a lease between the Association and the members. It is understood, however, that the failure of the Board of Administration or the members of the Association to adopt a budget shall not impair or affect the member's obligations to pay their share of the common expenses of the Condominium.

C. The power to acquire, convey, mortgage, operate, lease, manage, and other wise trade and deal with property, real and personal, including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

D. The power to expend monies collected for the purpose of paying the common expenses of the Association.

E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements of the Condominium.

F. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium. This Association shall, not less than forty-five (45) days prior to the effective date of any renewals or amendments to the Association's insurance coverage, notify each member of the changes to be made in the Association's insurance coverage, including a description of the property previously covered by the Association's insurance coverage which will no longer be covered and the effective date of such change.

G. The power to employ the personnel required for the operation of the common

elements of the Condominium and the Association.

H. The power to pay utility bills for utilities serving the common elements of the Condominium.

I. The power to contract for the management of the Condominium.

J. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

K. The power to improve the Condominium Property, subject to the limitations of the Declaration of Condominium.

L. The power to enforce by any legal means, the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Rules and Regulations duly promulgated by the Association.

M. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

N. The power to pay all taxes and assessments which are or may become liens against the units of the Condominium, and to assess the same against the members and their units.

O. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

P. The power to possess and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

Q. The power to enter into, ratify, modify, and amend each and every one of the agreements and undertakings contemplated by and contained within the Declaration of Condominium.

R. The power to subscribe to and entered into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium Property. Said contract may further provide that the total operation of said managing agent, firm or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or a variable fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of the Association handled and managed by the managing agent.

S. The power to deal with and approve or disapprove all sales and conveyances of condominium units as provided for under the Declaration of Condominium. No fee shall be charged in connection with the consideration of a transfer or sale in excess of the expenditures reasonably required for consideration of such transfer or sale, and this expense shall not exceed \$50.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant.

T. Those powers referred to in the Declaration of Condominium of HARBOURSIDE SUNSETS, which include, but are not limited to:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or of any portion of a Unit to be maintained by the Association or as may be necessary to prevent damage to the common elements or to a Unit or Units.

2. The power to make and collect assessments, regular and special, and to lease, maintain, repair and replace the common elements.

3. The duty to maintain accounting records prepared according to the normally accepted accounting practices, which records shall be open to inspection by unit owners at reasonable times during normal business hours.

4. The power to enter into contracts with others, for valuable consideration, for maintenance and management, including normal maintenance and repair of the common elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements shall not relieve the unit owner of unit owner's personal responsibility to maintain and preserve the interior of his unit and the limited common elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his/her Unit.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the unit owners.

V. DUTIES OF OFFICERS

A. The President shall:

1. Act as presiding officer at all meetings of the membership of the Association and of the Board of Administration.

2. Call special meetings of the Board of Administration and of members.

3. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Administration specifies may be signed by other persons.

4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Administration are carried out.

5. Appoint committees and to be an ex-officio member of all committees, and render an annual report at the annual meeting of members.

B. The Vice President shall:

1. Act as presiding officer at all meetings of the membership of the Association and of the Board of Administration when the President is absent.

2. Perform all other acts and duties required of the President, in the absence of the President.

3. Perform such other duties as may be required by the Board.

4. Sign checks on behalf of the Association in the absence of the President.

C. Should the President and Vice President be absent from any meeting the remaining member of the Board of Administrations shall select a person to act as chairman of the meeting.

D. The Secretary shall:

1. Attend all regular and special meetings of the members of the Association and of the Board of Administration and keep all records and minutes of proceedings thereof or cause the same to be done.

2. Have custody of the corporate seal and affix same when necessary or required.

3. Attend to all correspondence on behalf of the Board of Administration, prepare and serve notices of meetings, keep membership books and receive all applications for membership, for transfer and sale of units and present such applications to the Board of Administration.

4. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under supervision, control and direction of the Board of Administration.

5. Have custody of the minute book of the meetings of the Board of Administration and of the members, which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and by the members of the Board of Administration, and act as transfer agent to record transfers and rules and regulations in the corporate books. Minutes of all meetings of the Board of Administration and of members shall be reduced to writing and shall be available for inspection by members, or their authorized representatives, within thirty (30) days after the date of each such meeting. The minutes of all meetings of the Board of Administration and of the members shall be retained by the

Secretary for a period of not less than seven (7) years.

6. Ballots, sign in sheets, voting proxies, and all other papers relating to elections shall be maintained as part of the Association Records (as herein defined) for a period of one (1) year from the date of the meeting to which such documents relate.

7. If the Association owns, leases or has reasonable access to a photocopy machine, the Association shall at the request of any member or the authorized representative of such member, make photocopies of Association Records, as requested by such member or by the authorized representative of such member. The Association shall not charge any fee to the member or to the authorized representative of such member in connection with the inspection of the association records, except that the Association may charge a reasonable fee for the cost of making copies, provided such fee does not exceed \$.25 per page.

8. Maintain copies of all documents required to be maintained by the Association in accordance with Section 718.111(12), Florida Statutes (the "Association Records"). The Association Records shall be maintained in Volusia County, Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The Association shall provide the Association Records within five (5) working days after receipt of a written request. The right to inspect the Association Records includes the right to make or inspect the Association Records includes the right to make or obtain copies, at the reasonable expense, if any, of such member.

9. The Association shall maintain at the Condominium Property an adequate number of copies of the Declaration of Condominium, the Articles of Incorporation, the By-Laws, the Rules and Regulations adopted by the Association, and all amendments to each of the foregoing, as well as the Question and Answer Sheet required pursuant to the provisions of Section 718.504, Florida Statutes, the year end financial information to ensure their availability to members and prospective purchasers of units in the Condominium. The Association may charge the actual costs incurred by the Association in the preparation and furnishing of these documents to the parties requesting these documents.

E. The Treasurer shall:

1. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking property vouchers for such disbursements and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited. Reserve and operating funds of the association, however, shall not commingled unless combined for investment purposes.

2. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association. The Treasurer shall maintain all accounting records for the Association and for the Condominium, as may be required by Section 718.111(12)(a)11, Florida Statutes (the "Accounting Records"), for a period of not less than seven (7) years. The Accounting Records shall be maintained in Volusia County, Florida, and shall be open to inspection by any member, or the authorized representative of such member, at all

reasonable times. The Treasurer shall prepare and distribute to all of the members of the Board of Administration, at least ten (10) days prior to each annual meeting of the Board of Administration, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. The Treasurer shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting of members and make all reports required by law.

3. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Administration. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Administration.

VI. MEMBERSHIP

A. Except as may be provided in the Articles of Incorporation, membership in the Association is limited to owners of condominium units in the Condominium. Membership is automatically conferred upon acquisition of a condominium unit in the Condominium, as evidenced by the filing of a deed of conveyance amongst the Public Records of Volusia County, Florida, or as provided in the Declaration of Condominium for transfer of membership upon the death of a member.

B. If a condominium unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to each unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or by the proper corporate officer) of said unit, filed with the Secretary of the Association. In addition, only the voter designated in such Voting Certificate shall have the right to appoint a proxy. In the absence of such a writing, such vote shall not be counted; provided, however, that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.

C. Membership in the Association may be transferred only as an incident to the transfer of title to the condominium unit.

D. Membership shall terminate upon the transfer of title to a condominium unit.

VII. MEETING, SPECIAL MEETINGS, QUORUMS, PROXIES

A. Meetings of Members.

1. Annual meetings: The annual meeting of the Association shall be held at the office of the Association on February 18th of each calendar year. At such meetings there shall be elected by ballot of the members, a Board of Administration in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

2. Special meetings: It shall be the duty of the President to call a special meeting of the members of the Association as directed by resolution of the Board of Administration or upon

a petition signed by members having fifty-one (51%) percent of the total votes in the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, a special meeting of the members of the Association, to recall or remove a member of the Board of Administration or for a special budget meeting shall be called upon members having at least ten (10%) percent of the total votes in the Association giving notice of the meeting, provided the notice states the purpose of the special meeting.

3. Notice of meetings: It shall be the duty of the Secretary to provide notice (which notice shall incorporate an identification of agenda items) of the annual meeting of members or of special meetings of members stating the purpose thereof as well as the time and place where it is to be held, to each member of records at each member's address as it appears on the membership book of the Association, or, if no address appears, at each member's last known place of address, at least fourteen (14) days but not more than forty (40) days prior to such meeting. Notice of the annual meeting of members shall be posted at a conspicuous place at the Condominium, at least fourteen (14) days preceding the annual meeting and a least forty eight (48) continuous hours in the advance of each other meeting, except in cases of emergency. The Board of Administration, upon notice to the members, shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of the meetings of the members shall be posted. If hand delivered, receipt of such notice shall be evidenced by receipt signed by the member. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with provisions of Section 718.112(2)(d), Florida Statutes, to each member at the address last furnished to the Association. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

4. Budgetary meetings: The Board of Administration shall mail a meeting notice to the members of the Association indicating the date, time and place of the meeting, together with a copy of the proposed annual budget, not less than fourteen (14) days prior to the meeting of the Board of Administration at which the budget will be considered. Such meeting will be open to members. If an adopted budget requires assessment against the members in any fiscal or calendar year that exceeds 115% of the assessment for the prior year, the Board of Administration, upon written application of members having not less than 10% of the total votes in the Association, shall call a special meeting of the members within sixty (60) days after adoption of the budget, provided that not less than fourteen (14) days written notice is given to each member. At the special meeting of members, members may consider and enact a budget by a vote of not less than 51% of the total votes in the Association. If a special meeting of members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Administration shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the property of the Condominium, anticipated to be incurred on a regular or annual basis, or assessments for betterments to the property of the Condominium shall be excluded from the computation.

5. Quorum: The presence, either in person or by proxy, of members having at least 33 1/3% of the total votes in the Association shall constitute a quorum for the transaction of

business at all meetings of members.

6. **Adjourned meetings:** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called. The rescheduled meeting shall be properly noticed.

7. **Voting:** There shall be one (1) vote allocated to each Unit in the Condominium. The vote of members holding not less than a majority of the total votes of the Association present, either in person or by proxy, shall decide any question brought before any meeting of the membership of the Association, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium, a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

8. **Conduct of Meeting:** All members shall have the right to participate at all meetings of the members of the Association with respect to all designated agenda items. Further, any member may tape, record or videotape a meeting of the members of the Association.

9. **Proxies:** A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned sessions thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member granting it. A member may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy from adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements as provided by Section 718.111(13), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Act requires or permits a vote of the members. No proxy, limited or general, shall be used in the election of members to the Board of Administration. 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.

10. **Waiver and consent:** Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice shall be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and notice for all purposes shall be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. Unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable bylaws or declaration or any statute that provides for such action.

B. Meetings of members of the Board of Administration

1. **Organizational meeting:** The first meeting of a newly elected Board of

Administration shall be held within ten (10) days of election at such place as shall be fixed by the members of the Board of Administration at the meeting at which such members of the Board of Administration were elected, and written notice at least seven (7) days prior to the meeting shall be given to the newly elected members of the Board of Administration in order to legally constitute such meeting.

2. Annual meetings: There shall be an annual meeting of the Board of Administration immediately prior to the annual meeting of the members, at the offices of the Association.

3. Regular meetings: The Board of Administration may establish a schedule of regular meetings to be held at such place as the member of the Board of Administration may designate, in which event no notice need be sent to the members of the Board of Administration once said schedule has been adopted.

4. Special meetings: Special meetings of the Board of Administration may be called by the President, on three (3) days notice to each member of the Board of Administration, given personally or by mail, telephone or telefax, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Administration shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two-thirds (2/3) of the Board of Administration.

5. Notice to members: All meetings of the Board of Administration and any committee thereof shall be open to members. Any member may tape, record or videotape meetings of the Board of Administration. In addition, the right to attend such meeting shall include the right to speak at such meetings with reference to all designated agenda items. Notice of the time and purpose (specifically incorporating an identification of agenda items) of all meetings of the Board of Administration shall be conspicuously posted at the Condominium at least forty eight (48) hours preceding the meeting, except in an emergency. However, written notice of any meeting of the Board of Administration at which non-emergency special assessments or at which amendments to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the members and posted conspicuously at the Condominium 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 and shall be filed among the official records of the Association.

Upon notice to the members, the Board of Administration shall by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of meetings of the Board of Administration shall be posted.

6. Waiver of notice: Before or at any meeting of the Board of Administration, any member of the Board of Administration may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Administration at any meeting of the Board of Administration shall be deemed a waiver of notice by him of the time and place thereof, unless such member of the Board of Administration attends a meeting for the sole purpose of objecting to the propriety of the notice provided to him.

7. Voting at meetings: A member of the Board of Administration who is present at a meeting of the Board of Administration at which action of any corporate matter is taken shall be presumed to have assented to the action taken unless such member of the Board of Administration votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. The member of the Board of Administration may not vote by proxy or by secret ballot at meetings of the Board of Administration. A vote or abstention for each member of the Board of Administration present at a meeting of the Board of Administration shall be recorded in the minutes of such meeting.

8. Quorum: At all meetings of the Board of Administration, a majority of the members of the Board of Administration shall constitute a quorum for the transaction of business, and the acts of the majority of the members of the Board of Administration present at a meeting at which a quorum is present shall be the acts of the Board of Administration. If, at any meeting of the Board of Administration, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted provided that said meeting has been properly noticed and is open to all unit owners.

VIII. PROCEDURE

A. Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, these By-Laws or applicable Florida law.

B. The order of business at annual member's meetings and as far as appropriate at other member's meetings will be:

1. Collection of election ballots;
2. Election of Chairman;
3. Roll Call;
4. Proof of Notice of Meeting; or Waiver of Notice;
5. Reading of Minutes of Prior Meeting;
6. Officers' Reports;
7. Committee Reports;
8. Elections;
9. Unfinished Business;
10. New Business;

11. Adjournment.

IX. ASSESSMENT AND MANNER OF COLLECTION

A. The Board of Administration has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium and the Association. The common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Administration, under the authority and sanction of the Declaration of Condominium and the Act.

B. The Board shall adopt a budget for the Association and the Condominium during the month preceding the fiscal year wherein the budget will take effect, which budget shall include a schedule of assessments to be paid by the members.

C. Each Member shall be responsible for the payment of the assessments imposed against such member's unit in an amount equal to the percentage of responsibility for payment of common expenses provided in the Declaration of Condominium.

D. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month.

E. Special Assessments, should they be required by the Board of Administration, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

F. When the Board of Administration has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each member. Until further notice, assessments shall be made payable to the Association and shall be payable at the office of the Association.

Assessments are necessarily made upon projections and estimates of the Board of Administration, and may be in excess of, or be less than, the sums required to meet the cash requirements of the Condominium and the Association, in which event the Board of Administration may increase or diminish the amount of an assessment provided that the assessment shall be required of all the unit owners and make such adjustments, including the same new assessment of each member of such member's proportionate share for any deficiency. Notice to all changes in assessments shall be given to all members.

G. Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

H. The failure to pay any assessment within five (5) days from the date due shall entitle the Association to levy a late charge against the delinquent member for each thirty (30) day period that the assessment remains delinquent in an amount not to exceed the greater of \$25.00 or five (5%) percent of the assessment.

I. In the event an assessment is not paid within ten (10) days from the date same shall be due and payable, the Association, through the Board of Administration, may proceed to enforce and collect said assessments from the delinquent member in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each member shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys fees and costs incurred by the Association in collection of sums due and the enforcement of any lien held by the Association.

J. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

X. FISCAL MATTERS

A. Fiscal year: the fiscal year of the Association shall end on December 31st of each year.

B. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Miami-Dade, Broward, Palm Beach or Volusia County, Florida, in an account for the Association under resolution duly approved by the Board of Administration, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

C. Association Funds: All funds of the Association shall be maintained separately in the name of the Association. In addition, reserve funds shall be maintained separately from operating funds in separate accounts in a financial institution as defined in Section 655.005, Florida Statutes. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer or director of the Association shall commingle any funds of the Association with such person's funds or with the funds of any other condominium association or with the funds of any community association as defined in Section 468.431, Florida Statutes.

D. Fidelity Bonds: Fidelity Bonds shall be required by the Board of Administration for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board provided that such amount is not less than that required by the Act. The premiums on the amount of the bonds shall be paid by the Association as a Common Expense.

E. Records: The Association shall maintain accounting records according to good accounting practice, which records shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditures for each member which shall designate the name and address of the member, the amount of each assessment, the amounts paid upon the account and the balance due, in a register of names for the benefit of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if requested.

F. Annual Report: An annual report of the accounts of the Association shall be made

annually by an auditor, accountant, or Certified Public Accountant and a copy of the financial statement obtained from such annual report shall be furnished to each member no later than the first day of April following the fiscal year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or by mailing to the member at his last known address as shown on the books and records of the Association.

G. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium.

XI. ADMINISTRATIVE RULES AND REGULATIONS

The Board of Administration may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements of the Condominium, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements and common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

XII. VIOLATION AND DEFAULTS

In the event of a violation, other than non-payment of an assessment by a member, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation or any provision of the Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law including without limitation (and such remedies shall or may be cumulative) the right to sue for damages and/or the right to seek injunctive relief. The association may levy reasonable fines (not to exceed \$100 per violation), however the fine will not become a lien against a unit. 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 that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this section do not apply to unoccupied units.

In the event of non-payment of assessments, the Association has a lien right pursuant to Florida Statutes 718.116(5)(b) for unpaid assessments, interest, reasonable costs and attorneys fees incurred by the association incident to the collection process. The Association has a right to foreclose its liens as provided in the Act in every such proceeding. If the Association elects to enforce its lien by foreclosure, the Association, provided the member has remained in possession of the unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from such member from the date on which the payment of any assessment became delinquent and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

XIII. AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Administration at any duly called meeting of the Board of Administration, and thereafter submitted to the members at any duly convened meeting of the members an affirmative vote approved by the members present in person or by proxy, representing at least 66 2/3% of the entire Board of Administration and by 75% of the votes in the association present at the meeting, provided that notice of the proposed amendment (unless waived) is given in the notice of meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Amendments to these By-Laws may be proposed by the Board of Administration, or proposed by members of the Association having a majority of the total votes in the Association.

Need 30 to amend
By
Laws

No Amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and 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 added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: *Substantial re-wording of By-Laws; See By-Law Article _____ for present text.* Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. Each amendment to the By-Laws must set forth, on the first page thereof, the book and page of the public records where the Declaration of Condominium has been recorded.

XIV. VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall no affect the validity of any other By-Laws.

XV. ARBITRATION

All disputes as defined in Florida Statute Section 718.1255(4) as amended from time to time shall be arbitrated as follows:

(4) *MANDATORY NONBINDING ARBITRATION AND MEDIATION OF DISPUTES.*--The Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation shall employ full-time attorneys to act as arbitrators to conduct the arbitration hearings provided by this chapter. The division may also certify attorneys who are not employed by the division to act as arbitrators to conduct the arbitration hearings provided by this

section. No person may be employed by the department as a full-time arbitrator unless he or she is a member in good standing of The Florida Bar. The department shall promulgate rules of procedure to govern such arbitration hearings including mediation incident thereto. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo unless the parties have agreed that the arbitration is binding. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence in the trial de novo.

1. (a) Prior to the institution of court litigation, a party to a dispute shall petition the division for nonbinding arbitration. The petition must be accompanied by a filing fee in the amount of \$50. Filing fees collected under this section must be used to defray the expenses of the alternative dispute resolution program.

(b) The petition must recite, and have attached thereto, supporting proof that the petitioner gave the respondents:

- 1. Advance written notice of the specific nature of the dispute;*
- 2. A demand for relief, and a reasonable opportunity to comply or to provide the relief; and*
- 3. Notice of the intention to file an arbitration petition or other legal action in the absence of a resolution of the dispute.*

Failure to include the allegations or proof of compliance with these prerequisites requires dismissal of the petition without prejudice.

(c) Upon receipt, the petition shall be promptly reviewed by the division to determine the existence of a dispute and compliance with the requirements of paragraphs (a) and (b). If emergency relief is required and is not available through arbitration, a motion to stay the arbitration may be filed. The motion must be accompanied by a verified petition alleging facts that, if proven, would support entry of a temporary injunction, and if an appropriate motion and supporting papers are filed, the division may abate the arbitration pending a court hearing and disposition of a motion for temporary injunction.

(d) Upon determination by the division that a dispute exists and that the petition substantially meets the requirements of paragraphs (a) and (b) and any other applicable rules, a copy of the petition shall forthwith be served by the division upon all respondents.

(e) Either before or after the filing of the respondents' answer to the petition, any party may request that the arbitrator refer the case to mediation under this section and any rules adopted by the division. Upon receipt of a request for mediation, the division shall promptly contact the parties to determine if there is agreement that mediation would be appropriate. If all parties agree, the dispute must be referred to mediation. Notwithstanding a lack of an agreement by all parties, the arbitrator may refer a dispute to mediation at any time.

(f) Upon referral of a case to mediation, the parties must select a mutually acceptable mediator. To assist in the selection, the arbitrator shall provide the parties with a list of both volunteer and paid mediators that have been certified by the division under s. 718.501. If the parties are unable to agree on a mediator within the time allowed by the arbitrator, the arbitrator shall appoint a mediator from

the list of certified mediators. If a case is referred to mediation, the parties shall attend a mediation conference, as scheduled by the parties and the mediator. If any party fails to attend a duly noticed mediation conference, without the permission or approval of the arbitrator or mediator, the arbitrator must impose sanctions against the party, including the striking of any pleadings filed, the entry of an order of dismissal or default if appropriate, and the award of costs and attorneys' fees incurred by the other parties. Unless otherwise agreed to by the parties or as provided by order of the arbitrator, a party is deemed to have appeared at a mediation conference by the physical presence of the party or its representative having full authority to settle without further consultation, provided that an association may comply by having one or more representatives present with full authority to negotiate a settlement and recommend that the board of administration ratify and approve such a settlement within 5 days from the date of the mediation conference. The parties shall share equally the expense of mediation, unless they agree otherwise.

(g) The purpose of mediation as provided for by this section is to present the parties with an opportunity to resolve the underlying dispute in good faith, and with a minimum expenditure of time and resources.

(h) Mediation proceedings must generally be conducted in accordance with the Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. Persons who are not parties to the dispute are not allowed to attend the mediation conference without the consent of all parties, with the exception of counsel for the parties and corporate representatives designated to appear for a party. If the mediator declares an impasse after a mediation conference has been held, the arbitration proceeding terminates, unless all parties agree in writing to continue the arbitration proceeding, in which case the arbitrator's decision shall be either binding or nonbinding, as agreed upon by the parties; in the arbitration proceeding, the arbitrator shall not consider any evidence relating to the unsuccessful mediation except in a proceeding to impose sanctions for failure to appear at the mediation conference. If the parties do not agree to continue arbitration, the arbitrator shall enter an order of dismissal, and either party may institute a suit in a court of competent jurisdiction. The parties may seek to recover any costs and attorneys' fees incurred in connection with arbitration and mediation proceedings under this section as part of the costs and fees that may be recovered by the prevailing party in any subsequent litigation.

(i) Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

(j) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by the Florida Rules of Civil Procedure. Discovery may, in the discretion of the arbitrator, be permitted in the manner provided by the Florida Rules of Civil Procedure. Rules adopted by the division may authorize any reasonable sanctions except contempt for a violation of the arbitration procedural rules of the division or for the failure of a party to comply with a reasonable nonfinal order issued by an arbitrator which is not under judicial review.

(k) The arbitration decision shall be presented to the parties in writing. An arbitration decision is final in those disputes in which the parties have agreed to be bound. An arbitration decision is also

final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party in an arbitration proceeding shall be awarded the costs of the arbitration and reasonable attorney's fees in an amount determined by the arbitrator. Such an award shall include the costs and reasonable attorney's fees incurred in the arbitration proceeding as well as the costs and reasonable attorney's fees incurred in preparing for and attending any scheduled mediation.

(l) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

(m) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition for enforcement is granted, the petitioner shall recover reasonable attorney's fees and costs incurred in enforcing the arbitration award. A mediation settlement may also be enforced through the county or circuit court, as applicable, and any costs and fees incurred in the enforcement of a settlement agreement reached at mediation must be awarded to the prevailing party in any enforcement action.

XVI. ENFORCEMENT

Every member, every lessee and all invitees shall comply with the provisions of the Declaration of Condominium, these By-Laws, the Articles of Incorporation of the Association and all Rules and Regulations adopted by the Association, as may be amended from time to time. Failure of a member, lessee or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the board of Administration of the Association, a fine or fines may be imposed upon a member, lessee or invitee for failure of a member, lessee, or invitee, or their family members, guests, invitees or employees, to comply with any covenant, restrictions, rule or regulation set forth in the Declaration of Condominium, or in the Articles of Incorporation or in the By-Laws or with respect to the Rules and Regulations adopted by the Association, provided the following procedures are adhered to.

A. Notice. The Association shall notify the member, lessee or invitee of the alleged infraction or infractions. Included in the notice shall be the date, time and place of the meeting of the committee of members of the Association (the "Committee") appointed by the Board of Administration to review the alleged infraction or infractions. At this meeting the member, lessee or invitee shall present reasons why penalties should not be imposed, which meeting shall take place not less than fourteen (14) days from delivery of such notice to the member, lessee or invitee. The notice to member, lessee or invitee shall also be set forth in the provisions of the Declaration of

Condominium, the Rules and Regulations, the Articles of Incorporation and/or of these By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association. At such meeting, the member, lessee or invitee shall be entitled to be represented by counsel (at his expense) and to cross-examine and present witnesses and other testimony or evidence.

B. Hearing. The non-compliance shall be presented to the Committee and the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. At this hearing, the member, lessee or invitee (as may be applicable) shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and review, challenge and respond to any material considered by the Association. A written decision of the Committee shall be submitted to the member or lessee and to the Board of Administration not later than twenty one (21) days after the meeting of the Committee. If the Committee does not agree with the proposed fine, then the fine may not be levied.

C. Fines. The Board of Administration may impose a fine against the member, the lessee or invitee in an amount not to exceed One Hundred (\$100.00) Dollars for each 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 that no such fine shall, in the aggregate, exceed One Thousand (\$1,000.00) Dollars.

D. Payment of Fines. Fines shall be paid not later than ten (10) calendar days after notice of the imposition or assessment of the penalties.

E. Collection of Fines. The Association is hereby authorized to collect all fines imposed in the same manner as the Association may collect all obligations owed to it. A fine may not become a lien against the unit.

F. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Administration.

G. Non-exclusive remedy. These fines shall not be construed to be exclusive remedies. The remedies provided for in this Article XVI shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending member, lessee or invitee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such member, lessee or invitee.

XVII. INSURANCE

The Association shall mail a notice to each member not less than forty five (45) days prior to the effective date of any renewal of or amendment to the Association's insurance coverage which reflects the changes authorized by Chapter 84 - 368, Florida Statutes, and the Association shall advise each member of any change in insurance coverage to be provided by the Association, including a description of the property previously covered by insurance obtained by the Association which will no longer be covered and of the effective date of such change.

XVIII. CERTIFICATES OF COMPLIANCE

The Association has adopted the requirements of Florida Statutes §718.112(2)(l) entitled Certificate of Compliance and shall abide the requirements of that statute with reference to the applicable fire and life safety code.

XIX. COMMON ELEMENTS - LIMITED POWER TO CONVEY

The Association shall have 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.

XX. MISCELLANEOUS

All provisions of Section 718.112(2)(a) through (m), Florida Statutes, are deemed to be included in these bylaws.

The foregoing was adopted as the By-Laws of HARBOURSIDE SUNSETS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association, duly noticed, at which all members were present, by the unanimous vote of the members on JANUARY 10, 2007.

President

Secretary

Rosa Marrero

Rosa Marrero

Agustine Arica

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President

Secretary

Rosa Marrero
Rosa Marrero
Acqueline Garcia