

BY-LAWS
OF
WINDS OF PARADISE OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

I. IDENTITY

These are the By-Laws of WINDS OF PARADISE, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation which were filed in the office of the Secretary of State on the 9 day of August, 1983.

Winds of Paradise, hereinafter called "Association" or "Corporation", has been organized for the purpose of administering the operation and management of by Dave McWilliams Construction Corp. and Franklyn Development Corporation of Brevard, Inc., hereinafter called "Developer", upon the lands described in said Articles of Incorporation, situate, lying and being in Brevard County, Florida.

(a) The provisions of these By-Laws and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and and the Declaration. The terms and provisions of said Articles of Incorporation and Declaration of Condominium are to be controlling whenever the same may be in conflict herewith.

(b) All present or future owners, tenants, future tenants, or their employees, or any other person that might use said Winds of Paradise or any of the facilities thereof in any manner are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration.

(c) The fiscal year of the Association shall be the calendar year.

(d) The seal of the Association shall bear the name of the Association, the word "Florida", the words "corporation not-for-profit", and the year 1983.

(f) The office of the Association shall be at 1790 N. Highway A-1-A, Satellite Beach, Florida, 32937.

(g) Anything in these By-Laws to the contrary notwithstanding, the said By-Laws shall not become applicable or effective, insofar as the management of the project is concerned, until actual management of the project is delivered and turned over to this non-profit corporation; the management of said project being vested in the Developer until said turn-over is perfected. Until a turnover is perfected as set out above, the Developer shall retain management of the project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) The qualifications of members, the manner of their admission to membership and termination of such membership and voting by members shall be as set forth in Article IV of the Articles of Incorporation of the Association. The provisions of Article IV of the Articles of Incorporation are incorporated herein by reference.

(c) The vote of the owners of a unit owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in a written notice signed by all of the owners of the unit filed with the Secretary of the Association; and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

(d) Any unit owned by the Association shall not be entitled to vote as a member or be considered in determining the requirement for a quorum, nor for any other purpose.

(e) Votes may be cast in person or by proxy.

(f) Approval or disapproval of a unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(g) Except that where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration or where the same may otherwise be required by law, the affirmative vote of the owner of a majority of the units represented at any duly called members' meeting at which a quorum is present will be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The annual members' meeting shall be held at the office of the Association at 7:00 o'clock P.M. (Eastern Standard Time) on the 5th day of January of each year for the purpose of electing Directors by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

(b) Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Administration and must be called by officers upon receipt of a written request from members owning a ten percent (10%) of the units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the votes present, either in person or by proxy.

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing; such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days, nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid.

Proof of mailing shall be given by the affidavit of the person giving such notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership than to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

(d) At meetings of membership, the President, or in his absence, the Vice-President, shall preside; or in the absence of both, the membership shall elect a Chairman.

(e) The order of business at annual members' meetings, and as far as practical, at any other members' meetings, shall be:

- (i) Calling the roll and certifying of proxies.
- (ii) Proof of notice of meeting or waiver of notice.
- (iii) Reading of minutes.
- (iv) Reports of officers.
- (v) Reports of committees.
- (vi) Appointment of chairman of inspectors of election.
- (vii) Election of directors.
- (viii) Unfinished business.
- (ix) New business.
- (x) Adjournment.

(f) Meetings of the Association shall be held at the principal office of the Association, or such other suitable place convenient to the owners as may be designated by the Board of Administration.

4. BOARD OF ADMINISTRATION AND OFFICERS

(a) The Board of Administration shall be made up of three (3) members.

(b) Each Board member elected at the first annual meeting of the members and at each annual members' meeting thereafter shall serve for the term of one (1) year or until his successor is duly elected by the owners.

(c) The organizational meeting of the Board of Administration shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Board at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

(d) The officers of the Association shall be elected annually by the Board of Administration at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

(e) 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 Administration, or any special meeting of the Board called for such purpose.

(f) Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least six (6) bi-monthly meetings shall be held during each calendar year. Notice of regular meetings shall be given to each Board member either personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting, unless notice is waived.

(g) Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of two (2) Board members. Not less than three (3) days' notice of a meeting shall be given to each Board member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

(h) Any Board member may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board member at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(i) A quorum of a Board meeting shall consist of the Board members entitled to cast a majority of the votes of the entire Board, namely, two (2). The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the acts of the Board of Administration, except as specifically otherwise provided in the Articles of Incorporation, By-Laws or Declaration. If any Board meeting cannot be organized because a quorum has not attended, or because the greater percentage of Board members required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, Board members who are present may adjourn the meeting from time to time until a quorum or required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Board Member may join in the action of a meeting by signing and concurring in the Minutes thereof but such act shall not constitute the presence of such Board members for the purpose of determining a quorum.

(j) The presiding officer of Board meetings shall be the President. In the absence of the President, the Vice-President shall preside.

(k) Board members' fees, if any, shall be determined by the members.

(l) All the powers and duties of the Association shall be exercised by the Board of Administration, including those existing under the common law and statutes, Articles of Incorporation of the Association, these By-Laws and the Declaration; such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' units to defray the costs, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

(ii) The maintenance, repair, replacement, operation and management of Winds of Paradise wherever the same is required to be done and accomplished by the Association for the benefit of its members.

(iii) The reconstruction of improvements after casualty and further improvement of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration.

(v) To acquire, operate, manage and otherwise trade and deal with property, as may be necessary or convenient in operating and managing the project, and in accomplishing the purposes set forth in the Declaration.

(vi) To enforce by legal means the provisions of the Articles of Incorporation the By-Laws, the Declaration, and any regulations hereinafter promulgated governing the use of the property in the project.

(vii) To pay all taxes and assessments and to assess the same against the members and their respective units subject to such liens.

(viii) To carry insurance for the protection of the members and the association against casualty and liability.

(ix) To pay all costs of power, water, sewer, and other utility services rendered to the project and not billed to the owners of the separate units; and

(x) To employ personnel to perform the services required for proper administration of the Association.

(m) The undertaking and contracts authorized by said first Board of Administration shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the succeeding Board of Administration duly elected by the membership.

5. OFFICERS

(a) The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board of Administration. The Board members may appoint an assistant Treasurer, or assistant Secretary, and such other officers as in their judgment may be necessary. The President shall be elected from among the membership of the Board of Administration, but no other officer needs to be a Board member.

(b) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Administration. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the Owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

(c) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice-President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

(d) The Secretary shall have custody of, and maintain all of the corporate records except the financial records; and shall record the minutes of the meetings of the Board of Administration, send out all notices of meetings, and perform such other duties as may be directed by the Board of Administration and President. He shall have the custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the minutes of Board meetings in a businesslike manner and said minutes shall be available for inspection by unit owners and Board members at all reasonable times.

(e) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and shall be available for inspection by unit owners or their authorized representatives and Board members at all reasonable times. A written summary of the accounting records shall be supplied at least annually to the unit owners or their authorized representatives.

6. FISCAL MANAGEMENT

The buildings and other improvements comprising Winds of Paradise established by the Developer upon the lands described in the Articles of Incorporation will, in fiscal matters, be managed by a single entity; and such management will be governed by the terms and provisions of any agreements made by the Association for the management and operation. However, in the event such agreements are not made, or if they do not contain provisions for fiscal managements, or at the termination of any such agreements, fiscal management will be as set forth in the Declaration, supplemented by the following:

(a) Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(i) Current Expense, which will include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied to reduce the assessments for current expenses for the succeeding year.

(ii) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(iii) Reserve for replacements, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

(iv) Betterments, which will include funds to be used for capital expenditures for additional improvements or additional property that will be part of the common elements.

(b) Budget. The Board of Administration will adopt a combined budget for each calendar year that will include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

(i) Current expenses.

(ii) Reserve for deferred maintenance, the amount for which will not exceed 105% of the budget for this account for the prior year.

(iii) Reserve for replacement, the amount for which will not exceed 105% of the budget for the account for the prior year.

(iv) The provisions for setting the budget items or assessments are provided in Article V of the Declaration.

(v) Copies of the budget and proposed assessments will be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget will be furnished to each member.

(c) Assessments. Assessments against the unit owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments will be due upon each installment payment date until changed by amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Administration if the accounts of the amended budget do not exceed such limitation will be subject to the approval of the membership of the Association as previously required by these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

Any assessments are to be paid to the Treasurer of the Association as provided by the Board of Administration, said provisions to be given to the unit owners in writing at the same time as the proposed budget is submitted to each unit owner.

(d) Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment will come due upon the

date stated in the notice, but not less than ten (10) days after hand-delivery of the notice to the unit owner; nor less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(e) Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, and it will be due after thirty (30) days notice in such manner as the Board of Administration of the Association may require in the notice of assessment.

(f) Depository. The depository of the Association will be such bank or banks as shall be designated from time to time by the Board of Administration and in which the moneys of the Association will be deposited. Withdrawal of moneys from such accounts will be only by checks signed by such persons as are authorized by the Board.

(g) Audit. An audit of the accounts of the Association will be made annually and a copy of the audit report will be furnished to each member not later than 60 days following the year for which the audit is made.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Administration of the Association acting upon vote of the majority of the Board members or by a majority of the members of the Association, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Administration or Association members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Administration of the Association and the Association membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Association member written or printed notice of the call of the meeting in the same form and in the same manner as notice of the call of a special joint meeting of the Association members is required as herein set forth.

(c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Administration and by an affirmative vote of the Association members owning not less than two-thirds (2/3) of the units in the Townhouses. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association.

(d) At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

9. CONFLICTS

Should any provision of these By-Laws conflict with the Declaration, the Declaration shall be controlling. Should any provision of these By-Laws conflict with the Articles of Incorporation, the Articles of Incorporation shall be controlling.

THE FOREGOING By-Laws of the Winds of Paradise Owners Association, Inc., a corporation not for profit, were duly adopted on the 9 day of Aug., 1983.

By: David T. McWilliams (seal)
DAVID T. McWILLIAMS
President

Michael E. Maguire (seal)
MICHAEL E. MAGUIRE
Secretary

AMENDMENT TO BY-LAWS

OF

WINDS OF PARADISE OWNERS ASSOCIATION, INC.

This Amendment made this 30th day of October, 1983, by the Winds of Paradise Owners Association, Inc.

WITNESSETH:

WHEREAS, the Winds of Paradise Owners Association, Inc., desires to amend its By-Laws dated October 29, 1983; and

WHEREAS, this Amendment is being made in accordance with the requirements as specified in said By-Laws.

NOW, THEREFORE, the By-Laws of the Winds of Paradise Owners Association, Inc., shall be amended as follows:

1. PARAGRAPH 6, sub-section (g) of said By-Laws shall be amended to read as follows:


(g) Review. A review of the accounts of the Association will be made annually and a copy of the review report will be furnished to each member not later than 60 days following the year for which the review is made.

2. All remaining provisions of said By-Laws not specifically modified herein, shall remain in full force and effect.

WINDS OF PARADISE OWNERS ASSOCIATION, INC.

By: 

David T. McWilliams, President


Attest: 

Michael E. Maguire, Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME personally appeared David T. McWilliams and Michael E. Maguire, as President and Secretary, respectively, of the Winds of Paradise Owners Association, Inc., to me well known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes herein expressed, under the authority of said corporation.

WITNESS my hand and official seal, this 30th day of October, 1983.


Notary Public

My Commission Expires: 10-3-86