

AMENDED AND RESTATED

BYLAWS

OF

REEVES HOUSE OWNERS ASSOCIATION, INC.

These are the Amended and Restated Bylaws of REEVES HOUSE OWNERS ASSOCIATION, INC., (hereinafter referred to as "the Association"), a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statutes, (hereinafter referred to as the "Condominium Act"). These Amended and Restated Bylaws are substantial revisions of the original Bylaws of REEVES HOUSE OWNERS ASSOCIATION, INC., dated February 1, 1985, and recorded in Official Records Book 3607, Page 1084, et seq. on February 13, 1985, in the Public Records of Orange County, Florida. These Amended and Restated Bylaws shall replace and substitute in full the original Bylaws.

1. Definitions.

1.1 The office of the Association shall be at 401 E. Robinson Street, Orlando, Florida 32801, or at such place or places as are designated by the Board of Directors.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", and the words "Corporation Not For Profit", and the year of incorporation.

1.4 Members shall include all of the record owners of residential units at REEVES HOUSE, A CONDOMINIUM, (hereinafter referred to as the "Condominium"). The term "member" as used herein shall have the same meaning as "unit owner" as defined in the Condominium Act.

1.5 Committee means a group of Board members, unit owners, or Board members and unit owners appointed by the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

1.6 Official Records shall include all records of the Association related to the operation of the Association, including, but not limited to, a photocopy of the recorded Amended and Restated Declaration of Condominium and amendments, a certified copy of the Articles of Incorporation and amendments, a copy of the Bylaws and amendments, a copy of the current Rules and Regulations, a book or books containing the minutes of all meetings of the members or Board of Directors for at least the past seven (7) years, all accounting records for at least the past seven (7) years, and all other documents deemed "official records" as defined in the Condominium Act. The official records must be maintained within the State and made available to a member within five (5) working days after receive of a written request by the Board of its designee. This may be complied with by having a copy of the official records available for inspection and copying on the Association property or at the office of the Management Company who manages the Association. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of records

inspections, and copying, and the amount to be charged members for copies made by the Association.

1.7 Other terms used herein shall have the meaning assigned to them by the Declaration of Condominium or the Condominium Act.

2. Members' Meetings.

2.1 The annual members meeting shall be held at the 4th Floor Clubhouse Meeting Room at the Reeves House Condominium, 401 E. Robinson Street, Orlando, Orange County, Florida, at 7:30 P.M. on the fourth (4th) Tuesday in January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour at the next day that is not a holiday.

2.2 Special members meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership.

2.3 Notice of all members meetings stating the time and place and agenda items, shall be given by the President, Vice President or Secretary. Such notice shall be in writing to each member at his address, as it appears on the books of the Association, and shall be mailed or delivered not less than fourteen (14), nor more than forty-five (45) days prior to the date of meeting. Notice of Meeting shall also be posted conspicuously at such places as are designated by resolution of the Board of Directors, for at least fourteen (14) consecutive days in advance of such meeting for the members' attention. An officer of the Association, or the Manager or other person providing notice of the Association meeting, shall provide an Affidavit or United States Postal Service Certificate of Mailing, to be included in the official records of the Association, affirming that the Notice was mailed in accordance with this provision to each member at the address last furnished to the Association. Notice of any meeting may be waived by the written consent of a majority of members.

2.4 A quorum at members meetings shall consist of forty (40%) percent of the entire membership of the Association. Proxies may be used to establish a quorum. The acts approved by the majority of the votes present at a meeting at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.5 Voting.

a. At any meeting of the members the owner of each unit shall be entitled to cast one vote for each unit he owns.

b. If a unit is owned by one person, his right to vote shall be established by his record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President, Vice President, Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of the unit. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other reason. Notwithstanding the above, presence by one or more joint owners of a unit at a meeting, an uncontested vote by only one of the joint owners shall constitute presence for determining a quorum and a proper vote.

2.6 Proxies. Members votes may be cast in person or, except for an election of board members, by limited proxy. Members may not vote by general proxy. A limited proxy, in the form prescribed by law, may be made by any person entitled to vote. The limited proxy shall be valid only for the specific meeting designated in the proxy and any lawfully adjourned meetings thereof, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the member executing it.

2.7 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 adjourn the meeting from time to time until a quorum is present.

2.8 The Order of Business. The order of business at the annual meeting of the members and as far as practical at the other meetings of the members shall be as follows:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of inspectors of election.

- g. Election of directors.
- h. Unfinished business.
- i. New business.
- j. Adjournment.

2.9 Participation. Members shall have the right to participate in meetings of the members with reference to all designated agenda items. The Board of Directors, however, may adopt reasonable rules governing the frequency, duration and manner of member participation. Any member may also tape record or video tape a meeting of members.

2.10 Written Consent. Notwithstanding any other provision of these Bylaws, the members may take action without a meeting on any matter for which a meeting of members would ordinarily be called, except the election of directors or amendment to the Declaration of Condominium, by written agreement signed by a majority of the members.

3. Directors.

3.1 Requirements. All members of the Board of Directors shall be members of the Association.

3.2 Election of Directors. Shall be conducted in the following manner:

a. Election of directors shall be held at each annual members meeting. There shall be nine (9) directors so elected. However, if fewer than nine (9) persons indicate a desire to be a candidate, there may be fewer than nine (9) directors, however, never fewer than three (3). Vacancies occurring between annual meetings shall be filled by an election at a special meeting of members; however, if there is only one candidate for election to fill the vacancy, no election is required.

b. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. There shall be no nominations from the floor or nominating committees.

c. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published news letters, to each member entitled to vote, a first notice of the date of election. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any member or other eligible person may nominate himself or may nominate another member or eligible person, if he has permission in writing to nominate the

other person. Any member or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election.

d. Not less than thirty (30) days before the election, the Association shall mail a second notice of election to all members 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 8-1/2" by 11", which must be furnished by the candidate, not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the cost of mailing and copying to be borne by the Association. The Association has no liability for any of the contents of the information sheets prepared by the candidates.

e. Elections are decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No member shall permit any other member to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any member violating this provision may be fined by the Association in accordance with Florida law. A member who needs assistance in casting the ballot by reason of blindness, disability or inability to read, may obtain assistance in casting the ballot. Notwithstanding the provisions of this Paragraph 3.2, the election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

3.3 The Term. The term of each director's service shall extend until the next annual meeting of the members and subsequent until his successor is duly elected and qualified, or until he is removed. A director may be removed with or without cause by a vote or agreement in writing of a majority of the members in the manner prescribed in the Condominium Act. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation.

3.4 The Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days

of their election at such place and times as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of Regular Meeting shall be given to each director, personally or by mail, telephone, facsimile or telegraph, at least forty-eight (48) hours prior to the date of such meeting. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. No director shall be permitted to vote by proxy at any regular or special meeting of the Board of Directors.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally or by mail, telephone, facsimile or telegraph, which notice shall state the time, place and purpose of the meeting. Any director may waive notice of the meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.7 Budget Meetings. Budget meetings shall be open to the members. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the members not less than fourteen (14) days prior to the meeting at which the budget will be considered by the directors.

3.8 Notice to Members. Notice to members of all directors and committee meetings, including an identification of agenda items shall be posted conspicuously at such places as designated by the Board of Directors, at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. For directors meetings where non-emergency special assessments or amendments to the rules and regulations regarding unit use will be considered, written notice shall be mailed or delivered to all members and posted conspicuously at such place or places as the Board may designate, 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 person providing the notice and filed among the official records of the Association. Notice of any meeting in which regular assessments against members are to be considered for any reason, shall contain a statement that assessments will be considered and the nature of any such assessments.

3.9 A Quorum. A quorum at directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is

present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. No vote at a Board of Directors meeting shall be by proxy or secret ballot, except that officers may be elected by secret ballot. A vote or abstention for each director present shall be recorded in the minutes of the meeting.

3.10 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting until a quorum is present. No further notice need be given of an adjourned meeting.

3.11 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting, shall constitute the presence of such director for the purpose of determining a quorum.

3.12 The Presiding Officer of Directors Meetings. The presiding officer of directors meetings shall be the President or, in the absence of the President, the Vice President. In the event there is no President or Vice President, the Directors present shall designate one of their number to preside.

3.13 The Order of Business. The order of business at directors' meetings shall be:

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

3.14 Minutes. Minutes of all meetings of Board of Directors shall be kept in a business-like manner and available for inspection by members and Board members at all reasonable times.

3.15 Open Meetings. All meetings of the Board of Directors and any committee thereof shall be open to all members. Any member may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all agenda items. However, the Board of Directors may adopt reasonable rules for governing the frequency, duration and manner of members statements.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations, and any amendments thereto, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers in addition to all others herein granted and provided for in the Declaration of Condominium, the Condominium

Act and the Rules and Regulations of the Association, and any amendments thereto, to-wit:

4.1 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, at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units, or to determine compliance with the terms and provision of the Declaration, these Bylaws and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.

4.2 The power to make and collect assessments, fines and other charges against members, and to lease, maintain, repair and replace the common elements.

4.3 The duty to maintain accounting records according to good accounting practices in a manner which is approved by the members from time to time, which shall be open to inspection by members or their authorized representatives at reasonable times.

4.4 The power to enter into contracts with others (whether or not affiliated with the Association), for valuable consideration, for maintenance and management of the Condominium Property.

4.5 The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association.

4.6 The power to adopt and amend rules and regulations governing the details of the operation and use of the Condominium Property. In the event of a conflict between the powers and duties of the Board of otherwise, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, all as amended from time to time.

4.7 To make decisions which address and perform proper maintenance, replacement and safety action that in the Board's opinion would be for the benefit and good living of all residents of the Condominium.

5. Officers.

5.1 The Executive Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may, from time to time, determine upon. Any person may hold two (2) or more offices, except the President. Any officer may be removed preemptorally

by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the power and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice President, in the absence of or disability of the President, shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 Unless otherwise designated by the Board of Directors or President, the Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 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 he shall perform all other duties incident to the office of Treasurer as prescribed by the Board of Directors.

5.6 No compensation shall be paid to any officer of the Association. No officer or director of the Association, nor any manager required to be licensed under applicable Florida Statute, nor any employee of the Association, shall solicit, offer to accept or accept anything or service for which consideration has not been provided, for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Nothing herein, however, shall be construed to prevent or prohibit the Board of Directors from employing any director or officer as an employee of the Association, at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer, or with any corporation in which a director or officer of the Association may be a stockholder, officer, director or employee for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer or director.

6. Fiscal Management. The provisions for fiscal management of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

6.1 Current expenses, which shall 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, or to additional improvements. The balance in this fund at the end of the year shall be applied to reduce the assessments for the current expenses for the succeeding year, or may be distributed to the membership, or may be applied for betterment and improvements of common property as the members decide at the annual special meeting.

6.2 Operations. Operations which shall include gross revenues from the use of common elements and other sources. Only the additional direct expenses required by any revenue producing operations will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operation shall be met by special assessments against condominium members, which assessments may be made in advance in order to provide a working fund.

6.3 Budget. The Board of Directors shall adopt a budget for the Condominium for each calendar year, that shall include the estimated funds required to pay the common expenses, and to provide and maintain funds for reserves of the Condominium. The budget shall include the following:

a. Annual Operating Expenses. Annual operating expenses showing amounts budgeted by accounts and expense classifications, which may include a reasonable allowance for contingency and working funds.

b. Reserve for Deferred Maintenance. Reserve for deferred maintenance which shall include funds for maintenance items that occur less frequently than annually, such as roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance expense exceeds \$10,000.00.

6.4 Reserves. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. Reserve and operating funds of the Association may be comingled for the purposes of investment, but separate ledgers must be maintained for each account.

6.5 Assessments. Assessments against the members for their share of the items on the budget shall 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 shall be due in twelve (12) equal installments, payable on the first day of each month for the year for which assessments are made. If

an annual assessment is not made as required, an assessment shall be presumed to have been 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. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. If the budget requires assessments against the unit owners in any fiscal or calendar year which exceeds one hundred fifteen (115%) percent of the assessments for the preceding year, the Board, upon written application of ten (10%) percent of the voting interest to the Board, shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. Any increase in annual assessments not in excess of one hundred fifteen (115%) percent of the last year's assessment, shall not require notice to unit owners, budget meeting or membership meeting. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made, shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly assessment to be paid on the first day of the month, commencing on the first day of the next ensuing month. Nothing provided herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency. In the event there is a special assessment for a specific purpose and excess funds remain after completion of such specific purpose or purposes, such excess funds may be considered common surplus and may, at the discretion of the Board, either be returned to unit owners or applied as a credit towards future special or annual assessments.

6.6 Late Fees. If any member fails to timely pay any assessment, the directors may charge an administrative late fee, in addition to interest, in any amount not to exceed that which is permitted by the Condominium Act. Any payment received by the Association shall be first applied to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys fees incurred in the collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

6.7 Acceleration of Assessment Installments upon Default. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member, providing for payment of the unpaid balance of the assessment upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after mailing of such notice to him by registered or certified mail, whichever shall first occur. Upon failure to pay after notice, all remaining payments due on the annual assessment or special assessment shall be due and payable in full without additional notice.

6.7 The Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.8 Fidelity Bonds. Fidelity bonds shall be required for each person authorized to sign checks on behalf of the Association and the President, Secretary and Treasurer of the Association. The amount of such bonds shall be as prescribed by the Condominium Act, and the premiums on such bonds shall be paid by the Association.

6.9 Assessments for Emergencies. Assessments for common expenses and emergencies which cannot be paid from the annual assessments for common expenses, shall be made only after notice of the need for such is given to the members concerned. After such notice and upon approval in writing by the persons entitled to cast more than fifty (50%) percent of the votes of the members, the assessment shall become effective and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the Notice of Assessment.

6.10 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member, not later than thirty (30) days after its receipt by the Board.

7. Regulations. The Board of Directors of the Association may from time to time make, adopt, amend and endorse reasonable regulations respecting the use of the respective Condominium Property, common elements and limited common elements, and any property in which the Association owns an interest, and shall have the power to enforce such regulations by fine or suspension of the privilege of the use of the common areas. Each owner shall respect and comply with the Rules and Regulations as from time to time adopted by the Board of Directors or members of the Association, and in any litigation brought as a result of the failure of any member to comply with such Rules and Regulations concerning which the Association is a prevailing party, the Association shall be entitled to any and all reasonable attorneys fees and costs, at both trial and appellate levels.

8. Parliamentary Rules. Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

9. Fines. Fines may be imposed by the Association against a unit for the failure of the unit owner or its occupant, licensee, invitee, tenant, or guest to comply with any provision of the Declaration of Condominium, these Bylaws or Rules and Regulations of the Association. No fine will become a lien upon a unit. The fines shall be in an amount determined by the Board of Directors, not exceeding that allowed by the Condominium Act, and no fines shall be levied without first giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. 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 be in the aggregate exceed \$1,000.00. Any 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.

10. Complaints by Members. When a member files a written complaint by certified mail with the Board of Directors, the Board shall respond to the member within thirty (30) days of receipt of the complaint. The Board shall give a substantive response to the complainant, or notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation. Upon receipt of a legal opinion or advice from the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, the Board shall make such information known to the complainant within the time prescribed by the Condominium Act.

11. Mandatory Non-Binding Arbitration shall be required for disputes between two or more parties that involve any of the following:

a. The authority of the Board of Directors, under any law or Association document, to take any action or not to take any action, involving that unit owner's unit;

b. The authority of the Board of Directors to alter or add to a common area or element;

c. The failure of the Board of Directors, when required by law or an Association document, to properly conduct elections, give adequate notice of meetings or other actions, properly conduct meetings or allow inspection of books and records.

In any such cases, the dispute shall be submitted to mandatory non-binding arbitration, conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, prior to the institution of court litigation. This submission to mandatory non-binding arbitration shall be required only as long as it is required by the Condominium Act.

12. A Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the condominium units to the applicable fire and life safety codes.

13. Amendments. A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or the members. Members may propose such an amendment by instrument in writing, directed to the President or Secretary of the Board, signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by an action of the majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment, and members not present in person or by limited proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval if delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. Not less than two-thirds (2/3) of the entire membership of the Board of Directors, and not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

b. Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

Record Verified - Martha O. Haynie

c. In the alternative, an amendment may be made by and agreement signed and acknowledged by all members in the manner required for the execution of a deed, and such an amendment shall be effective when recorded in the Public Records of Orange County, Florida.

13.1 Proviso. No amendment shall discriminate against any member nor against any condominium unit or class or group of units so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium or Articles of Incorporation.

13.2 Execution and Recording. A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the President and Secretary of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Orange County, Florida. No amendment shall make any change which would in any way affect the rights, privileges, powers and options herein provided in favor of or reserved to all record owners of mortgages on units, unless said mortgagee should join in the execution of such amendment.

The foregoing was adopted as the Bylaws of REEVES HOUSE OWNERS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, on this 9 day of December, 1993.

REEVES HOUSE OWNERS
ASSOCIATION, INC.

(CORPORATION SEAL)

BY: Barbara E. Thomas
BARBARA E. THOMAS, President

Attest:

Diane E. Eldridge
DIANE E. ELDRIDGE
Secretary

This document prepared by and return to:

KENNETH D. MORSE, ESQUIRE
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