

AMENDED AND RESTATED
BY-LAWS
OF
SPINNAKER POINT ASSOCIATION, INC.

I

IDENTITY

These are the By-Laws of SPINNAKER POINT ASSOCIATION, INC., hereinafter, in these By-Laws, called Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 26th day of June, 1979. The Association has been organized for the purpose of operating a condominium to be established upon the lands described in such Articles of Incorporation. Its Declaration of Condominium has been recorded in the Indian River County's Official Record Book 611, Page 338.

1.1. The address of the Association will be 1855-1880 Bay Road, Vero Beach, Florida, 32963.

1.2. The Fiscal year of the Association will be the calendar year.

1.3. The seal of the corporation will bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

II

MEMBERS' MEETINGS

The members of the Association will be the owners of the apartments of said condominium apartment building

2.1. Roster of the members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall

EXHIBIT B

CR 1280160262

be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2. The annual members' meeting will be held on the fourth Thursday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting will be held on the next day that is not a holiday.

2.3. Special members' meetings will be held whenever called by the 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 ten percent (10%) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4. Notice of all members' meetings stating the time and the place and the subjects for which the meeting is called will be given by the President or Secretary or Assistant Secretary unless waived in writing. Such notice will be in writing and shall be sent by U.S. Mail or hand delivered to each member at his address as it appears in the books of the Association and will be mailed at least fourteen (14) days prior to the date of the meeting unless a unit owner has waived the right to receive the notice of a particular meeting, in writing. Written notice of the members' meeting shall also be posted at a conspicuous location at the condominium at least fourteen (14) continuous days prior to any said meeting. The Board shall, by duly adopted rule, designate the specific location on the condominium property upon which all notices of unit owners meetings shall be posted. Proof of such mailing and posting shall be given by affidavit of the person giving the notice or by United States Postal Service certificate of mailing. Notice of the meeting may be waived before or after the meeting.

2.5. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater or lesser number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws. There is no quorum requirement at a meeting to elect the Board of Directors; however, at least 20% of the eligible voters must cast a ballot to have a valid election.

2.6. Voting

a. The owner of each apartment will be entitled to one indivisible vote, and if one owner owns more than one apartment, he will be entitled to one vote for each apartment owned

b. If an apartment is owned by one person, his right to vote will be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary or Assistant Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary or Assistant Secretary of the Association. All such certificates shall be valid until revoked or until superseded by a subsequent certificate or until there is a change in the ownership of the apartment concerned. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.7. Proxies. Except as otherwise provided by the Condominium Act or by these By-Laws, votes may be cast in person or limited proxy. Proxies shall be in writing, signed and dated by the person entitled to vote and will be valid only for the particular meeting designated in the proxy or adjournments thereof, but in no event shall a proxy be valid for longer than 90 days, which proxy must be filed with the Secretary or Assistant Secretary before or at the appointed time of the meeting or any adjournment of the meeting. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

2.8. 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, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The order of business at the annual members' meetings and as far as practical at other members' meetings, will be:

- a. Call to order by President.
- b. Election of chairman of the meeting.
- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers.
- g. Reports of committees.
- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

DIRECTORS

3.1. Number and Eligibility. The affairs of the Association shall be managed by a Board consisting of seven Directors. Any member of the Association in good standing is eligible to be elected as Director provided, however, that a member who completes two consecutive three-year terms as a Director shall not be eligible for reelection as a Director for a period of at least one year.

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

a. Directors shall be elected by the membership of the Association at the annual members' meeting.

b. The Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 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 newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board of directors shall give written notice to the secretary of the Association not less than 40 days before a scheduled election. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners 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 not less than 35 days before the meeting, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association has no liability for the contents of the candidate information sheets. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of the members of the board of directors. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Notwithstanding the above provisions, an election and balloting are not required unless more candidates file notice of intent to run or are nominated than vacancies exist on the Board.

3.3. Term of Office. The term of office for each Director elected by the members shall be three years, provided however that (i) the term of a Director elected by the members to fill an unexpired term shall be for the remainder of the term in which the vacancy occurred, and (ii) the term of a Director appointed by the Board to fill a vacancy shall extend to the next annual meeting of members.

If, for any reason, the election of Directors is delayed, the term of Directors then in

office shall be extended until their successors are elected.

3.4. The organizational meeting of each newly- elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) hours prior to such meeting. Notice, including a specific agenda, shall be posted at the designated location at least 48 continuous hours prior to the Board meeting, provided, however, that if the meeting is to propose, discuss or approve special assessments or rules governing the use of a unit, notice must be mailed or delivered to the members and posted in the designated location 14 days prior to the meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third of the directors. Not less than 48 hours notice of the meeting will be given to each director, personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting. Notice, including a specific agenda, shall be posted at the designated location at least 48 continuous hours prior to the Board meeting. However, any meeting at which non-emergency special assessments or rules governing the use of a unit will be considered, shall require written notice and be mailed or delivered to the members and conspicuously posted in the designated location not less than 14 days prior to the meeting. An affidavit of compliance shall be executed by the person providing the notice and filed among the records of the Association.

3.7. Notice of Meetings. Meetings of the Board of Directors shall be open to all condominium unit owners and notice of such meetings shall be posted at a conspicuous location at the condominium 48 hours or 14 days, if required by Articles 3.5 and 3.6 above, in advance of the meeting; except, however, in the case of an emergency meeting held by the Board of Directors. An affidavit of mailing and filing shall be prepared by the Secretary and kept in the Association records.

3.8. Waiver of Notice. Any director may waive notice of a meeting before, at, or after the meeting and any such waiver shall be deemed the equivalent to the giving of notice.

3.9. A quorum at directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will 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 By-Laws.

3.10. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by a director signing and concurring in the minutes of that meeting will constitute the presence of such director for the purpose of determining a quorum.

3.12. The presiding officer of directors' meetings will be the chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.13. The order of business at directors' meetings will 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. Directors' fees will not be paid.

IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

v

OFFICERS

5.1. The executive officers of the Association will be a President, who will be a director, a Vice President, a Secretary, an Assistant Secretary and a Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting, with or without cause. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall determine is necessary or required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. He will have all the powers and duties usually vested in the office of the President of an association, including, but not limited to, the powers 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 or disability of the President will exercise the powers and perform the duties of the President. He will also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary will keep the minutes of all meetings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.5. The Assistant Secretary in the absence or disability of the Secretary will perform the duties of the Secretary. He will also assist the Secretary generally and perform such other duties as shall be prescribed by the directors.

5.6. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. He will keep the books of the Association in accordance with good accounting practices; and he will perform all other duties incident to the office of Treasurer.

5.7. No compensation will be paid to officers of the Association.

FISCAL MANAGEMENT

The provisions for fiscal management of the Association will be as set forth in the Declaration of Condominium, supplemented by the following:

6.1. 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 shall be deemed common expenses:

a. 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 or to additional improvements. The balance in this fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.

b. Capital surplus for:

1. Reserve for deferred maintenance, which will include funds for roof replacement, building repainting, pavement resurfacing and any other item, which; the deferred maintenance expense or replacement cost exceeds \$10,000. The amount reserved shall be calculated annually by means of a formula based upon estimated life and estimated replacement or deferred maintenance cost. The members may by majority vote of the members present at a duly called meeting of the Association, determine for a fiscal year to provide less than adequate or no reserves. If a quorum is not present at such meeting, full reserves shall go into effect.

2. Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

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

6.2 Budget. The Board of Directors 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:

a. Current expense.

b. Reserve for deferred maintenance, the amount for which will not exceed one hundred fifteen percent (115%) of the budget for this account for the prior year, once an initial

reserve is established

c. Reserve for replacement, the amount for which will not exceed one hundred fifteen percent (115%) of the budget for this account for the prior year once an initial reserve is established.

d. Proviso. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitation when approved by apartment owners entitled to cast not less than a majority of the votes of the entire me

e. Copies of Budget. A copy of the proposed annual budget and assessments shall be mailed to each member not less than thirty (30) days prior to the Board of Directors meeting at which the budget will be considered, together with a notice setting forth the time and place of that meeting. Such a meeting shall be open to all members of the Association.

f. Submission of Budget. The Board of Directors may submit the proposed budget to the members for their approval at a meeting of the members called for that purpose.

6.3. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in four equal installments on the first day of January, the first day of April, the first day of July and the first day of October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will 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 accounts of the amended budget do not exceed the limitations for that year. Any account that exceeds 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 assessment is made will be due in equal installments on the first day of each month remaining in the year for which an assessment is due.

6.4. Acceleration. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate all remaining quarterly installments of the assessment for the year upon notice to the apartment owner, and then the unpaid balance of that year's assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Special Assessments. Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium and to provide for emergencies, repair or replacements, and infrequently recurring items of maintenance, or to perform any other function or act authorized expressly or implied by the Articles of Incorporation, the Declaration of Condominium or these By-Laws. Any such assessment will be due after thirty (30) days notice in such manner as the Board of Directors may require in the notice of assessment.

6.6. The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such account shall be only by checks signed by such persons as are authorized by the directors.

6.7. 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 April 1 of the year following the year for which the audit is made.

6.8. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but in no event less than the amount required by the Condominium Act as amended from time to time. The premiums on such bonds shall be paid by the Association.

VII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

VIII

AMENDMENTS

These By-Laws may be amended by the vote of not less than sixty-seven percent (67%) of the entire membership at a duly noticed meeting of the members. A proposal to amend the By-Laws may be made by a majority of the Board of Directors or, in writing addressed to the Board of Directors by five or more members. The notice of the membership meeting at which the proposal is to be considered must include the specific language of the proposed amendment.

Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, or affect or impair the rights of any lessor under any leases made by the Association.