

Exhibit "D "

Bylaws of Association

BY-LAWS
OF
PALM ISLAND PLANTATION NO. 2 CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

PALM ISLAND PLANTATION NO. 2 CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

General

Section 1. Applicability. These By-Laws provide for the self-government of Palm Island Plantation No. 2 Condominium Association, Inc., in accordance with the Articles of Incorporation filed with the Department of State of the State of Florida and the Declaration of Condominium recorded in the public records of Indian River County, Florida.

Section 2. Name. The name of the Corporation is Palm Island Plantation No. 2 Condominium Association, Inc. ("Association").

Section 3. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Florida Condominium Act ("Act") and the Declaration. Except as to those matters which either the Declaration or the Florida Not-For-Profit Corporation Act specifically require to be authorized by the vote of or performed by the members, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 4. Definitions. Unless the context otherwise requires, the terms used in these By-Laws shall be given their common, generally accepted meanings or the meanings set forth in the Declaration or the Act.

Section 5. Membership. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership; as may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of title to the Unit and may be transferred only in connection with the transfer of title.

Section 6. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of

the total number of eligible votes, Owners, or other groups. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person or by proxy. Unless otherwise provided in the Declaration or these By-Laws, all decisions shall be by a majority vote.

ARTICLE II

Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held in the month of January or February, with the date, hour, and place to be set by the Board. Meetings shall be at the Condominium or at some other suitable place designated by the Board.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President and shall be called by the request of any two (2) or more members of the Board of Directors, or upon written request of the members who have a right to vote ten percent (10%) of the total Association vote.

Section 3. Budget Meetings. Meetings for the consideration and adoption of the proposed annual budget for common expenses shall be noticed and conducted in accordance with Section 718.112(2)(e), Florida Statutes, as amended.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail to each Owner of record of a Unit or to cause to be delivered to the Units a notice of each annual or special meeting of the Association at least fourteen (14) days prior to each annual meeting and at least seven (7) days prior to each special meeting and such notice shall be posted in a conspicuous place at the Condominium for the same periods; provided, however, notice of meetings to elect the initial member directors shall be given as required in Article III, Section 3. The notice shall state the purpose of any special meeting, the meeting's agenda, as well as the time and place where it is to be held. Notices shall be delivered personally or mailed to each Owner of record at his Unit. If any Owner wishes notice to be given at an address other than his or her Unit, the owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Upon request, any institutional first mortgage holder shall be entitled to written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meeting.

Section 5. Waiver of Notice. Waiver of notice of any meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Quorum. Except as may be provided elsewhere, the representation of Owners, in person or by proxy, entitled to cast fifty percent(50%) of the total eligible Association vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished.

Section 7. Voting. Each Unit shall be entitled to one (1) vote which may be cast by the Owner, the Owner's spouse, or by a lawful proxy, as provided below. In the case of an Owner which is a corporation or partnership, the Owner shall designate by written notice to the Secretary of the Association the name and address of the individual who shall exercise the Owner's membership rights. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they between or among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one co-owner attempts to vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for the Unit. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote shall not be counted.

Section 8. Limited Proxies. With the exception of voting to elect Directors, any member entitled to vote may do so by written limited proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, all limited proxies must be filed with the Secretary prior to the opening of the meeting for which they are to be used. In no event shall any limited proxy be valid for more than ninety (90) days after the date of the first meeting for which it was given. Limited proxies must be dated and may be revoked at will by written notice delivered to the Association. Presence in person by the giver of a limited proxy at the meeting for which the proxy is given shall automatically invalidate the proxy.

Section 9. Consents. Any action which may be taken by a vote of the Owners may also be taken by written consent signed by all Owners.

Section 10. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration or these By-Laws. Unless otherwise provided in the notice calling the meeting, the order of business shall be: Roll Call, Proof of Notice, Reading of Minutes, Officers' Reports, Old Business, Elections (if any), New Business, Adjournment.

ARTICLE III

Board of Directors

A. Composition and Selection

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) persons which may be expanded to five (5) persons. Except for directors appointed by Declarant, all directors shall be Owners of Units or spouses of such

Owners; provided, however, no Owner and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the individual designated by written notice to the Secretary of the Association to exercise the membership rights of the Owner shall be entitled to serve on the Board of Directors.

Section 2. Directors During Declarant Control. Subject to the provisions of Section 3 of this Article, the directors shall be selected by Declarant acting in its sole discretion and shall serve at its pleasure until termination of the Declarant's right to appoint directors as provided in Section 16 of the Declaration.

Section 3. Election and Term of Office. Notwithstanding any other provision contained in the Declaration or in these By-Laws, the following provisions shall apply to the election of directors and their terms of office.

(a) When Unit Owners other than Declarant own 15 percent or more of the Units in the Condominium that will ultimately be operated by the Association, the Unit Owners other than Declarant shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association.

(b) Unit Owners other than Declarant are entitled to elect not less than a majority of the members of the Board of Directors:

(i) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(ii) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(iii) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Declarant in the ordinary course of business;

(iv) When some of the Units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(v) Seven years after recordation of the Declaration of Condominium; or, in the Association ultimately operating more than one Condominium, 7 years after recordation of the Declaration for the first Condominium it operates, whichever occurs first.

(c) The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Units in the Condominium operated by the Association. Following the time

Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

(d) At the first annual meeting of the membership after termination of the Declarant's right to appoint any of the directors as set forth in subsection (c) above, the terms of all directors elected as provided above shall expire. Thereafter, the term of each director elected entirely by the membership shall be one (1) year, or until his successor shall be elected and shall qualify. Directors may be elected to serve any number of consecutive terms.

All members of the Association eligible to vote shall be entitled to cast one (1) vote, for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes.

Section 4. Candidacies. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, either by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to a 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 must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Article II, Section 4 hereof, the Association shall mail or deliver a second notice of the election 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 8½ inches by 11 inches, 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 costs of mailing or delivery and copying to be borne by the Association. However, 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.

Section 5. Removal of Members of the Board of Directors. A member of the Board of Directors may be removed in accordance with Section 718.112(2)(j) of the Act, as amended.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason, including the addition of a new director or directors, but excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve until a successor is elected at the next annual meeting of the Association.

Section 7. Compensation. Directors shall not be compensated for services unless and to the extent that compensation is authorized by the members at any meeting duly called for that purpose. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to

the Association in a capacity other than as director; provided that the director's interest is known and the contract is approved by a majority of the Board of Directors, excluding the director with whom the contract is made.

B. Meetings

Section 8. 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 the Board. The newly elected Board shall meet within ten (10) days after each annual meeting of members.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on forty eight (48) hours notice to each director given by mail, in person or by telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Notice and Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. Adequate notice of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance, except in an emergency. Written notice shall be delivered no less than 14 continuous days in advance of any board meeting at which non-emergency assessments or amendments to unit use rules will be considered. If assessments are to be considered at any meeting of the Board, this fact and the nature of the assessment shall be set forth in the notice.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, the Articles of Incorporation, or these By-Laws. A majority of directors shall constitute a quorum for the transaction of business. Meetings shall be open to all Owners as required by law.

Section 12. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time. Directors participating in such manner shall be counted for quorum purposes. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties

Section 13. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including, without limitation, monetary fines. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment (Unless otherwise determined by the Board of Directors, the annual assessment against each Unit for its proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter for said quarter);
- (c) providing for the operation, care, upkeep, and maintenance of all of the areas to be maintained by the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the areas to be maintained by the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties; provided, the Association may contract with the Community Association for performance of some or all of these responsibilities;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to, or alterations of, the Common Elements and the Limited Common Elements in accordance with the other provisions of the Declaration and these By-Laws, after damage or destruction by fire or

other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided herein, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association and its administration, specifying the maintenance and repair expenses and other expenses incurred;

(m) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with (by way of illustration, but not limitation) trusts, condominiums, or other property owners' associations, specifically including, without limitation, Palm Island Plantation Community Association, Inc. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity; and

(n) reviewing the accounts of the Association, on an annual basis as directed by the Board of Directors. Within 90 days after the end of the fiscal year the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. Such report shall be prepared in accordance with Section 718.111(13), Florida Statutes, as amended, and show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(i) costs for security;

(ii) professional and management fees and expenses;

(iii) taxes;

(iv) costs for recreation facilities;

- (v) expenses for refuse collection and utility services;
- (vi) expenses for lawn care;
- (vii) costs for building maintenance and repair;
- (viii) insurance costs;
- (ix) administrative and salary expenses;
- (x) reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts; and
- (xi) the amount of revenues and expenses related to limited common elements.

Such report shall also contain the following reserve disclosures:

- (xii) the beginning balance in each reserve account as of the beginning of the fiscal period covered by the report;
- (xiii) the amount of assessments and other additions to each reserve account including authorized transfers from other reserve accounts;
- (xiv) the amount expended or removed from each reserve account, including authorized transfers to other reserve accounts;
- (xv) the ending balance in each reserve account as of the end of the fiscal period covered by the report; and
- (xvi) the manner by which reserve items were estimated, the date the estimates were last made, the association's policies for allocating reserve fund interest, and whether reserves have been waived during the period covered by the report.

Section 14. Management Agent. The Association may, but shall not be required to, hire a licensed professional management agent or agents, at a compensation established by the Board, to perform such duties and services the Board of Directors shall authorize. Any management contract shall contain a termination clause permitting termination with or without cause upon not more than thirty (30) days written notice; provided, however, no contract shall have a term in excess of one (1) year.

If a manager or managing agent is hired, in addition to such provisions as may be required by law, the following management standards of performance will be followed unless the Board, by

resolution, determines otherwise:

- (a) accrual accounting as defined by generally accepted accounting principles shall be employed;
- (b) accounting and controls shall conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the end of the month in which the first Unit is sold and closed financial reports shall be prepared at least quarterly for the Association containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period on an accrual basis;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report, and describing the status of any action to collect such assessments or other charges which remain delinquent. (An assessment installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date, unless otherwise determined by the Board of Directors).

Section 15. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of Common Elements and Limited Common Elements and facilities maintained by the Association without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as

provided in the Declaration for special assessments if the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Condominium and the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars (\$10,000.00) outstanding debt at any one time.

D. Committees

Section 16. Architectural Standards. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards at the Condominium as provided in the Declaration.

Section 17. Covenants Committee. The Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established by the Board, shall be the hearing tribunal of the Association.

Section 18. Service on Committees. Unless otherwise provided in these By-Laws or in the resolution authorizing a particular committee, the members of each committee shall be appointed by the President and shall serve at the pleasure of the President. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Section 19. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

E. Declarant Rights

Section 20. Board Appointed By Declarant. The activities of the Board during the period of Declarant control shall be governed by the Declaration, these By-Laws and the Act. Any contract entered by the Association prior to assumption of control of the Association by Unit Owners other than the Developer shall be fair and reasonable and may be canceled by the Association with or without cause and without penalty upon not more than ninety (90) days' written notice at any time after the members have the right to elect a majority of the directors.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary, and the Treasurer who shall be elected by and from the Board of Directors; provided, however, during the period in which the Declarant has the right to appoint a majority of the Board of Directors such officers are not required to be members of the Board. The Board of Directors may appoint one (1) or more Vice Presidents, Assistant Treasurers, Assistant Secretaries, and such other

subordinate officers as in its judgement may be necessary. Any Vice President or assistant or subordinate officers shall not be required to be members of the Association or of the Board of

Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election of Officers. The officers of the Association shall be selected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. The President shall have all general powers and duties which are incident to the office of the president of a Florida not-for-profit corporation organized in accordance with the Florida Not-For-Profit Corporation Act, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President, if elected, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. If no Vice President is appointed, the Secretary shall act in the President's absence.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Florida Law. If no Vice President is appointed, the Secretary shall act in the President's absence and shall have all the powers, duties, and responsibilities of the President when so acting.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 8. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements, provided that copies of all such rules and regulations be furnished to all Owners. However, any rule or regulation may be repealed by the affirmative vote of a majority of the total vote of the Association at an annual or special meeting. Notice of any annual or special meeting at which the repeal of any rule or regulation is to be considered by the members shall state that the repeal of any such rule or regulation shall be considered and voted on at such annual or special meeting.

Section 2. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors, may elect to enforce any provision of the Act, the Declaration, these By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs and reasonable attorney's fees actually incurred.

ARTICLE VI

Miscellaneous

Section 1. Notices. Unless otherwise provided in these By-Laws all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(b) If to the Association, the Board of Directors or the managing agent, at the principal office of the Association or managing agent if any, or at such other address as shall be

designated by notice to the Owners and Declarant, if required, pursuant to this Section; or

(c) If to the Declarant, as specified in the Declaration or at such other address as shall be designated by a notice to the Owners and the Association pursuant to this Section.

Section 2. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by resolution of the Board of Directors. In the absence of affirmative action by the Board of Directors, the fiscal year shall be the calendar year.

Section 6. Conflicts. In the event of conflicts between the Act, the Florida Not-For-Profit Corporation Act, the Declaration, the Articles of Incorporation, and these By-Laws, the order of control shall be the order listed above.

Section 7. Condemnation. In the event of a taking by condemnation or by eminent domain, the provisions of Florida law shall prevail and govern. Each institutional holder of a first mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in these documents shall be construed to give a priority to any Unit Owner in the distribution of proceeds to such Unit. The Association shall 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.

Section 8. Amendment. These By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative votes and written consents of the members holding two-thirds (2/3) of the total vote of the Association. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the officers of the Association and recorded in the public records of Indian River County, Florida. Notwithstanding anything to the contrary herein, any amendment covered by Section 14 of the Declaration shall not be effective until the requirements of that Section are met. Any amendment duly certified and recorded (containing any additional signatures required by the Declaration) shall be conclusively presumed to have been duly adopted in accordance with the Declaration and By-Laws.

Section 9. Books and Records. All members of the Association and any Mortgagee shall, upon written request, be entitled to inspect all books and records of the Association during normal business hours or upon reasonable notice at the office for the Association or at such other place as is designated reasonably by the Board of Directors as the depository of such books and records. Books and records shall be maintained as required by Section 718.111(12) of the Act.

Section 10. Mandatory Nonbinding Arbitration. Internal disputes among Unit Owners and the Association, and their agents and assigns, arising from the operation of the Condominium may be resolved by mandatory nonbinding arbitration as governed by the rules and procedures of Chapter 61B-50 of the Florida Administrative Code and Section 718.1255, Florida Statutes. The Palm Island Plantation Community Association may, but shall not be obligated to, exercise jurisdiction over and act as an arbiter with respect to any dispute between the Association and any other club, association or "neighborhood" within the Palm Island Plantation Community, as that term is defined in the Community Declaration.

Section 11. Code Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's board as evidence of compliance of the condominium units to the applicable fire and life safety code.

CERTIFICATION

_____, I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Palm Island Plantation No. 2 Condominium Association, Inc., a Florida corporation.

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 5th day of OCTOBER, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5th day of OCTOBER, 2001.



Secretary - STEVE OWEN

(SEAL)

CONSENT AND JOINDER OF MORTGAGEE

DUBUQUE BANK AND TRUST CO., whose address is 1398 Central Avenue, Dubuque, Iowa 52001, as the owner and holder of the Mortgage recorded on December 18, 2000, in O.R. Book 1371, Page 672, in the Public Records of Indian River County, Florida, which encumbers the property described in these instruments, does hereby consent to the recording of the **Declaration of Condominium of Palm Island Plantation No. 2, a Condominium**, to which this instrument is attached and does hereby join, as the mortgagee, in the recording of the said Declaration of Condominium and the imposition of the terms and conditions thereof upon the above described property.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date set forth below.

Signed, Sealed, and Delivered
in the presence of:

DUBUQUE BANK AND TRUST CO.

Marie P. Koerperich
Print: Marie P Koerperich

By: William H. Callahan
William H. Callahan
Senior Vice President

Fernanda Kramer
Print: Fernanda Kramer

STATE OF IOWA
COUNTY OF Dubuque

I HEREBY CERTIFY that before me, a Notary Public, personally appeared William H. Callahan, as Senior Vice-President of **DUBUQUE BANK AND TRUST CO.**, who did acknowledge and swear before me that said person executed the foregoing instrument for the uses and purposes therein set forth. I further state that (check one) I am familiar with the identity of the aforesaid person and have confirmed said person's identity or he has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the County and State aforesaid this 27th day of November, 2007.

Marie P. Koerperich
Notary Public, State of Iowa



Marie P Koerperich
Printed Name of Notary
My Commission Expires: 10/2/08