

**BY LAWS OF
POINTE WEST MASTER PROPERTY OWNERS' ASSOCIATION, INC.**

**A corporation not-for-profit organized
under the laws of the State of Florida**

1. Identity. These are the Bylaws of POINTE WEST MASTER PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), a corporation not-for-profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a mixed use community known as POINTE WEST, located in Indian River County, Florida (the "Community").

1.1 Principal Office. The principal office of the Association shall be at 1999 Pointe West Drive, Vero Beach, FL 32980, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Operation. The Association shall operate for the purpose of administering the Community.

1.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

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

2. Definitions. For convenience, these bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for POINTE WEST (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. The Members of the Association ("Members") shall be as specified in the Articles and Declaration.

3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent

possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors (after the Turnover Date) and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority (by voting power) of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

3.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Community. The notice of the annual meeting shall be hand delivered or sent by mail to each Member, unless the Member waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Voting.

(a) Classes. The Association shall have the classes of membership, and votes appurtenant thereto as set forth in the Declaration.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise

provided by law, the Declaration, the Articles or these Bylaws. A quorum shall mean thirty percent (30%) of the total voting interest of the Members. As used in these Bylaws, the Articles or the Declaration, the term "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required by law, herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Members and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned.

Any dispute between the owners of a Lot whereby the owners do not agree on the Voting Member, shall result in no vote for that Lot at such meeting.

3.5 Corporation. If a Member is a corporation, the Chairman of the Board, President, Vice President, Secretary, or Treasurer of the Corporation, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken or a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of the conflicting representation, the corporate Member shall be deemed to be represented by its Senior Officer, in the order first stated in this subsection.

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place

of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Members (except for corporate Members). If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, 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 newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who must be an Officer or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;

- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for sixty (60) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

3.11 Action Without Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted. Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the

Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) and no more than five (5) Directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the Membership.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by majority vote of the Members represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Member entitled to vote shall have a number of votes equal to the number of vacancies to be filled multiplied by the votes allocated to such Member. There shall be no cumulative voting. For the purpose hereof, written ballots shall include proxies properly completed and submitted in accordance with Section 3.6 hereof.

(d) All Members of the Association shall be eligible to serve on the Board of Directors, and a Member may nominate himself or herself as a candidate of the Board at a meeting where the election is to be held or by written nomination submitted to the Board at least thirty (30) days before the scheduled date of such meeting.

(e) Directors may be officers, directors, shareholders or employees of corporate Members.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings

of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter.

(c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Community lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Community a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend for two years except that after the Turnover Date the term shall be staggered so that no more than two-thirds of the Directors are up for election at any one time.

4.5 Organizational Meeting. The annual organizational meeting of the Board shall be held within ten (10) days of the annual Members' meeting at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

4.6 Notices. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise

be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. Any notice of a meeting that will consider Regular or Special Assessments must include a statement that Assessments will be considered and the meeting time. This subsection also applies to the meetings of any committees or other similar body, including any body.

4.7 Regular Meetings. Regular meetings of the Board 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 meetings shall be given to each Director, personally or by mail, telephone or facsimile, and shall be transmitted at least three (3) days prior to the meetings.

4.8 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of at least two-thirds (2/3) of the Directors. Notice of special meetings shall be given to each director, personally or by mail, telephone or facsimile, and shall be transmitted at least three (3) days prior to the meetings.. Members shall not be permitted to participate, and need not be recognized at any such meeting.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.10 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.11 Adjourned Meetings. If, at any proposed meeting of the Board, 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, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled

meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.12 Presiding Office. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

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

Such order may be waived in whole or in part by direction of the presiding officer.

4.14 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board Meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

- (a) Approve or recommend to Members actions or proposals required by this act to be approved by Members;

(b) Fill vacancies on the Board of Directors or any committee thereof; or

(c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their members as well.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more Director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee. Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

4.16 Declarant Control of Board: Turnover Date. So long as there shall be a Class B Membership as set forth in the Declaration, the Declarant shall have the right to appoint and replace all Directors and Officers.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership as provided in the Declaration by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Members to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such Turnover Date of control of the Association, the Declarant shall retain all voting rights incident to its ownership of Lots as provided in the Declaration.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant (but not more than sixty (60) days after such event), the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) The original or a certified photocopy of the recorded Declaration, and all amendments thereto;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The Minute Books, including all minutes, and other books and records of the Association;
- (e) Any policies, rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Declarant;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of Turnover Date of control by the Declarant. The records may be reviewed, at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property.
- (j) Insurance policies;
- (k) Copies of any certificates of completion which may have been issued for the Common Property;
- (l) Any other permits issued by governmental bodies applicable to the Common Property;
- (m) All written warranties of contractors, sub-contractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Property;
- (n) A roster of Members and their addresses and telephone numbers, if known, and section and lot numbers, as shown on the Association's records;
- (o) Leases to which the Association is a party, if applicable;

(p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service;

(q) All other contracts to which the Association is a party; and

(r) Originals, or certified copies, of all deeds to real property owned by the Association.

4.17 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Area or other property that the association is obligated to maintain, repair, or replace, if any;

(b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;

(c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;

(d) A copy of the Declaration, including each Amendment thereto;

(e) A copy of the current Rules and Regulations;

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and parcel identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreements, leases, or other contracts under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year;

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(i) Accurate, itemized, and detailed records of all receipts and expenditures.

(ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(iii) All tax returns, financial statements, and financial reports of the Association.

(k) Any other records that identify, measure, record, or communicate financial information.

4.18 Inspection and Copying of Records. The official records shall be maintained within the state of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community.

5. Powers and Duties: The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Property and other property owned by the Association.

(b) Determining the Common Expenses required for the operation of the Association.

(c) Collecting the Assessments for Common Expenses of the Association.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Property and other property owned by the Association.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Community and any property owned by the Association, subject to a right of the Members to overrule the Board as provided in Section 13 hereof.

(f) Maintaining bank and other depository accounts on behalf of the Association and designating the signatories required therefor; such accounts to be insured by the FDIC to the maximum amount permitted by law.

(g) Purchasing, leasing or otherwise acquiring property in the name of the Association, or its designee.

(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.

(j) Settling or compromising claims of or against the Association in which all Members have a common interest.

(k) Obtaining and reviewing insurance for the Common Property and other property owned by the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Common Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Community.

(n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the

Common Property or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that, after the Turnover Date, the consent of the holders of at least two-thirds (2/3) of the votes of the Members represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000.00 (which \$50,000 shall increase by 5%/year, compounded, for every calendar year commencing with 2001).

(p) Contracting for the management and maintenance of the Common Property or other property owned by the Association or any other responsibilities of the Association as provided in the Declaration (including the maintenance of landscaping) and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Members or other persons to use portions of the Common Property or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots.

(t) Contracting with and creating special taxing districts.

(u) Adopting and appointing executive committees.

(v) Operating and maintaining portions of the Common Property, including Lots, to the extent provided in the Declaration (including maintenance of landscaping of Lots).

Anything herein, in the Declaration, or elsewhere to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extra-

shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except by the Declarant.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles and the Act shall be supplemented by the following provisions:

10. Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments required to meet the expenses of the Association, and allocate and assess such expenses in accordance with the provisions of the Declaration.

(b) Notice of Meeting. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Members, provided that Members shall not have the right to participate, and need not be recognized, at such meeting.

10.1 Regular Assessments. Assessments against the Members for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual

judicial action against the Declarant, and such purposes shall not be generally deemed Common Expenses. After control of the Association has been relinquished by the Declarant, funds of the Association may only be spent for the aforementioned purposes to the extent they are specifically approved for such purposes by three-fourths (3/4) percent of the votes of the Members of the Association represented at a meeting of Members of the Association at which a quorum has been attained in accordance with the provisions of these Bylaws. This provision may not be amended, except as required by law.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect other such officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members (or representatives of corporate Members) prior to the Turnover Date.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of not-for-profit corporation.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of a not-for-profit corporation and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving 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 shall affix it to instruments requiring the 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 the secretary of a not-for-profit corporation and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He

Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessments shall be due upon each installment payment date until changed by an amended Assessment.

10.2 Benefit Assessments. Charges by the Association against less than all Members for other than routine Common Expenses, shall be payable on demand. These charges may be collected by Benefit Assessment. Benefit Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Common Property or other Association property, maintenance services furnished specified for the benefit of a Member, other services furnished for the benefit of any Member and fines and damages and other sums due from such Member.

10.3 Special Assessments. In the event the annual Regular Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Regular Assessments and as further provided in the declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

10.4 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State 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 those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board. All accounts of the Association shall be insured by the FDIC to the maximum extent permitted by law.

10.5 Acceleration of Assessment Installments Upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment (with interest thereon) shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

10.6 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such

person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.

10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, on a cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications.

10.8 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

10.9 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

10.10 Declarant Exemption From Assessments for Lawsuits. After the Turnover Date, the Declarant shall not be liable for the payment of any Assessments (including, but not limited to, Regular Assessments and Special Assessments) applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

11. Roster of Unit Owners. The Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained

by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

13. Amendments. Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner.

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members (by vote) of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

(a) after the Turnover Date, by not less than 75% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained and at least 2/3 of the Board; or

(b) before the Turnover Date, by not less than 66 2/3% of the entire Board (no vote of the Members being required).

13.3 Limitation. No amendment shall make changes in the qualifications for Membership nor in the voting rights or property rights of Members without the approval in writing of all Members and the joinder of all mortgagees. No amendment shall be made that is in conflict with the Declaration or the Articles, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or any affiliate of the Declarant, unless the Declarant shall join in the execution of the Amendment. No amendment to this paragraph 13.3 shall be permitted.

13.4 Declarant. Prior to Turnover Date, the Declarant may amend these Bylaws (consistent with the provisions of the Declaration allowing certain amendments to be affected by the Declarant alone) without any consent of Members.

14. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to Rules and Regulations concerning the use and operation of the Community, except that subsequent to the Turnover Date, two-thirds (2/3) of the Members by vote represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any Rules and Regulations. Copies of such rules and regulations shall be furnished by the Board to each Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

17. Conflict. In the event of any conflict among or between the Declaration, the Articles and/or these Bylaws, and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

18. Indemnification of Officers and Directors. Subject to further provisions of this paragraph, the Association shall defend, indemnify and hold harmless all officers and Directors, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further

the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers of Directors while this paragraph was effective.

19. Suspension of Privileges, Fines. In the event of an alleged violation of the Declaration, the Articles, these bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said member's and his Family's guests' and tenant's right to the use of the Common Property, (except for the portions thereof which are necessary as a means of ingress and egress) and/or to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$100.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. There shall no limit on the aggregate amount of the fines for any violation. The Association may not suspend the voting rights of a Member other than for failure to pay regular annual assessments, which suspension will not exceed ninety (90) days. The failure of the Board to enforce the rules and regulations, these bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual Member must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provisions of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this paragraph 19 or require the notice and hearing provided for herein.

The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension or fine upon any Member because of the failure of the Member to pay assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

20. Conflict with Act. In the event these By-Laws contain any provision which contravenes any mandatory provision of the Act, the provisions of the Act shall prevail.

The foregoing was adopted as the Bylaws of POINTE WEST MASTER PROPERTY OWNERS' ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 4 day of February, 2000.

Approved:

Charles R. Meek
(Name) President Charles R. Meek

Stephen R. Melchiori
(Name) Secretary Stephen R. Melchiori

