

BY-LAWS

OF

PINE RIDGE NORTH VILLAGE IV
CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under
the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY--PURPOSE. These are the By-Laws of PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association"). This Association has been organized for the purpose of administering the affairs of one or more condominiums ("Condominiums"), which term may also include other forms of residential property ownership) at PINE RIDGE NORTH VILLAGE IV.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these By-Laws are applicable to said Condominium(s) and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association (referred to herein as the "Articles"), and the Declaration(s) of Condominium (referred to herein as "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida, at the time said properties are submitted to condominium ownership.

1.3 APPLICABILITY. All Unit owners, tenants, and occupants, their agents, servants, invitees, licensees and employees and others that use the Condominium Property, or any part thereof, are subject to these By-Laws and the documents referred to in Paragraph 1.2 hereof.

1.4 OFFICE. The office of the Association shall be at the Recreation Building on the Condominium Property or such other place designated by the Board of Directors of the Association.

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

1.6 DEFINITIONS. All definitions set forth in the Declaration and Exhibits attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration(s), Articles and in these By-Laws.

2.2 QUORUM. Voting Interests having fifty (50%) percent plus one of the total votes of the Association shall constitute a quorum. The joinder of a Voting Interest in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date hereof, shall constitute the presence of such Voting Interest for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation, except Sponsor, or other entity shall be cast by the person named in a voting certificate designating the "Voting Interest". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such

B4701 P1944

owners shall not be considered in determining a quorum or for any other purpose unless a valid proxy is filed as provided below.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon (or an adjournment thereof), except as provided in Article 3.6 below; and must be filed with the Secretary before the appointed time of the meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Interest", or by all the owners of such Unit, or the proper corporate officer.

2.5 VOTING. In any meeting, each Voting Interest, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote on the issues that said class of Voting Interest is entitled to vote. Each Unit shall be entitled to one vote and the vote of such Unit shall not be divisible. For any particular meeting, Voting Interest shall be those individuals or entities which own Units not less than five (5) days prior to that meeting.

2.6 MAJORITY. Except where otherwise required by the provisions of the Articles, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Voting Interest having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members. The annual meeting may, at the discretion of the Board, be held in increments.

3.2 SPECIAL MEETING. Except as otherwise provided in F.S. 718 special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors. Special meetings must be called by such officers upon a majority of the voting interests in the Association. Notices of Special meetings shall be given as set forth below except that in the case of an emergency four (4) days' notice will be deemed sufficient.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings shall be given by an appointed officer of the Association, to each voting interest, unless such notice is waived in writing. Such notices will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed (unless the voting interest waives in writing the right to receive notice of the annual, or other, meetings by mail) to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit at the address last furnished to the Association. Notice shall also be conspicuously posted on the Condominium Property.

3.4 NOTICE TO OTHERS. The Sponsor (and Managing Agent, if any) shall forever be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on

84701 P1945

their behalf and such persons may act with the full authority and power of Sponsor.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of F.S. 718. Budgetary meetings shall be held prior to November 1 of each year.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the voting interests who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present. Valid proxies for the meeting shall continue to be valid until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if 75% of the voting interests who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Unit Owners and/or voting interests may waive notice of all meetings.

3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in his absence, the Board of Directors shall select a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these By-Laws, the Articles and the Declaration;
- g. Unfinished business;
- h. New business;
- i. Adjournment.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than five (5) nor more than nine (9) persons, the number to be determined in accordance with the provisions of the Articles. After the election of all the Directors by the Residential Unit Owners, the Directors shall serve such terms (not to exceed two years) as deemed appropriate by the membership.

4.2 FIRST BOARD. The Board shall, until the Sponsor has sold all Units being offered for sale in the ordinary course of business in the Condominium(s) being administered by the Association, consist of five persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Sponsor and they shall serve until replaced by Sponsor or until their successors are elected pursuant to F.S. 718.

- a. The Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any member of the Board designated by Sponsor and replace any such person

84701 P1946

with another person to serve on the Board. Notice of such action shall be given to the Association.

- b. The members of the Board designated by Sponsor shall serve until owners other than Sponsor own fifteen percent (15%) or more of the Units in any one Condominium that will be operated by the Association at which time the owners other than Sponsor may elect one-third of the directors. Unit Owners other than Sponsor shall be entitled to elect a majority of the directors three years after closing by Sponsor of fifty percent (50%) of the Units in all Condominiums that will be operated ultimately by the Association or three months after ninety percent (90%) of the residential Units that will be operated ultimately by the Association have been closed by Sponsor, or when all the residential Units that will ultimately be operated by the Association have been completed, some of them sold and none of the others being offered for sale by Sponsor in the ordinary course of business, or when the Sponsor so elects, whichever occurs first. The Sponsor shall be entitled to elect at least one (1) Board member as long as Sponsor holds for sale in the ordinary course of business at least five percent (5%) of the residential Units in any one Condominium operated by the Association. In the event the Unit Owners decline to elect directors as set forth above, a majority of the Unit Owners shall sign a statement to that effect and present it to the then existing Board. If the Board chooses to resign, they may do so and the requirements of this subsection shall be mandatory.

4.3 ELECTION OF DIRECTORS. Except for designation of Directors by Sponsor, as hereinbefore provided, election of Directors shall be conducted in the following manner:

- a. Election of Directors shall be held at the Annual Meeting except that the first Directors elected by residential Unit Owners other than Sponsor shall be elected pursuant to F.S. 718.
- b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one for each director then serving. Nominations may be made from the floor.
- c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast by the Unit Owners. Each voting interest shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.
- e. In the event of a tie in the balloting for the last directorship, then the remaining directors shall be entitled to elect the same by a majority vote.

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

B4701 P1947

4.5 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 the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners and notice thereof shall be posted conspicuously on the Condominium Property at least three (3) days in advance, except in an emergency.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Except in an emergency, or as otherwise provided by statute, the notice shall be given as provided in Section 4.5 above and shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declarations. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall have been presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declarations) the Directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. These By-Laws shall be deemed to include the provisions of F.S. 718.1124 concerning the right of a Unit Owner to proceed to have a receiver appointed if the Association fails to fill vacancies on the Board so as to have a quorum.

4.9 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected; and if not, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.10 RESIGNATION. A Director may resign by giving written notice thereof. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declarations and Exhibits attached thereto.

4.11 POWERS AND DUTIES. The powers and duties of the Association may, subject to the limitations set forth herein and in the Condominium Act, be exercised by the Board, in the Board's sole discretion. Such powers shall include without limiting the generality of the foregoing, the following:

- a. To adopt the budget of the Association, and each condominium administered by the Association, upon majority vote of the directors, subject to the provisions of F.S. 718.

B4701 P1948

- b. To make, levy and collect assessments against Units to defray the costs of the operation of the Condominium (provided, however, the Association shall not charge any fee against a Unit Owner for use of Common Elements or Association property unless such use is the subject of a lease between the Association and Unit Owner), and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.
- c. To provide for the maintenance, repair, replacement, operation, improvement and management of the Condominium Property (including easements providing for maintenance of areas which may be on the Condominium Property or properties owned by others), or other properties wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- d. It is understood that assessments must be sufficient to provide for the payment of all anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Accordingly, the Board is given the power to adopt special assessments provided that the procedures for notice as set forth in F.S. 718 are followed as to any special assessment providing for any previously unanticipated expenses. Special assessments shall be limited to those items which are necessary and all other items which can reasonably be deferred to the regular budgetary meeting shall be so deferred.
- e. As provided in the Declaration(s) as to Condominium Property, to administer the reconstruction of improvements after casualty and the further improvement of the property, real and personal.
- f. To, in the manner hereinafter specified, adopt and amend rules and regulations governing the details of the operation and use of the Condominium Property, the Common Elements, real and personal, in the Condominium(s), so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declarations and Exhibits attached thereto.
- g. To approve or disapprove on behalf of the Association owners and proposed purchasers or lessees of residential Units and to exercise or waive the Association's right to disapprove of the ownership, sales or leasing of any Unit in the manner specified in the Declarations. The Association shall charge a \$50.00 fee in connection with any such transfer, sale, lease, sub-lease, or approval to cover the Association's expenditures and services in regard thereto.
- h. To acquire, hold title to, operate, lease, manage and otherwise trade and deal with property (including creating easements), real and personal, including Units in the Condominium(s), on behalf of the Association and for the use and benefit of its members, as may be necessary or convenient in the operation and management of the Condominium Property in accomplishing the purposes set forth in the Declaration(s) and as may be appropriate.

84701 P1949

- i. To contract on behalf of the Association for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit, to lease or concession such portions thereof and to ratify and confirm any existing leases or concessions of any part of the Condominium Property.
- j. To enforce, by legal means, the provisions of the Declaration(s) and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.
- k. To cause the Association to pay all taxes and assessments of any type which affect any part of the Condominium Property, other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units.
- l. To cause the Association to carry insurance for the protection of the members and the Association, the Association property and the Condominium Property required to be insured by the Association pursuant to F.S. 718 against casualty and liability as necessary.
- m. To cause the Association to contract for, and pay the appropriate costs of power, water, sewer and other utility services rendered to the Project as a whole which is not the specific responsibility of a particular condominium association or the owners of the separate Units.
- n. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- o. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718 and to effectuate the purposes of the Declarations and all Exhibits attached thereto, including these By-Laws, and to assure the compliance with all the terms thereof. To that end, the Association may retain a pass key to all Units.
- p. The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Condominium(s), to grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including Non-Unit Owners, to the Condominium Property, Common Elements or Limited Common Elements of the Condominium(s) and to alter, add to, relocate or improve the same; provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.
- q. To, in its sole discretion, determine which items of cost, expense and income are attributable to a particular Condominium, which are to be apportioned among more than one Condominium, as well as the basis of such apportionment, if applicable. In all events the Association's determination as to such attribution shall be conclusive and binding. It is understood that there may be services which are rendered to the project as a whole and are incapable of precise allocation.

84701 P1950

and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the nonfinancial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5. TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

5.6 FIRST OFFICERS. The first officers of the Association, who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declarations shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718, from time to time fix and determine the sums necessary to pay all the Common Expenses, and other fees of the Condominium Property, including maintenance of proper reserves, pursuant to the provisions of the Declaration(s), Articles and these By-Laws. The waiving or reserves shall be governed by the provisions of F.S. 718. The same shall be assessed against the Units as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the Condominium Property shall be set forth in a projected budget established by the Sponsor as the same may be amended by the Board from time to time.

6.2 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Units in the proportions provided in the Declaration(s). Said assessments shall be payable monthly in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL CAUSE SUCH ASSESSMENT TO BEAR INTEREST AT THE RATE EQUAL TO THE MAXIMUM RATE THEN ALLOWED TO BE CHARGED TO INDIVIDUALS IN THE STATE OF FLORIDA AGAINST THE DEFAULTING UNIT OWNERS.

6.3 PROPOSED BUDGETS. A copy of the proposed one (1) year budget, applicable to the Condominium(s) and a budget for the operation of the Association, shall be mailed to Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered together with a notice of the meeting. If the proposed budget is not adopted prior to the start of the new budget period, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the assessments prove to be insufficient, the budget and assessments shall be amended at a meeting called for that purpose. In the event a meeting of the Unit Owners has been called pursuant to F.S. 718 for the purposes of reconsideration of the budget adopted by the Board, and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

B4701 P1952

6.4 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the terms of any such agreement.

6.5 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by F.S. 718.111(7) subject, however, to the provisions of the Declaration(s).

6.6 FIDELITY BONDS: PROVISIO. Fidelity bonds shall be obtained by the Board for all officers and Directors of the Association, for all employees of the Association handling or responsible for Association's funds, and for any contractor handling or responsible for Association's funds. The amount of such bonds shall be determined by the Directors but shall be in the principal sum of not less than TEN THOUSAND DOLLARS (\$10,000.00). The premiums on such bonds shall be paid by the Association.

6.7 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; PROVIDED, HOWEVER, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable. The budget year shall from January to January of each year.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for, in its discretion, the next three-month period. Upon notice thereof to the Unit Owner the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit, the Association or its designee may acquire the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so at any foreclosure sale--the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire Units in the event damaged Units are not restored pursuant to the provisions of the Declarations.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the owner of the Condominium Unit shall include liability for a reasonable attorneys' fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

B4701 P1953

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration(s), these By-Laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a non-continuing default making the notice period impractical, the Association may take such punitive action including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenance. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such owner's Unit.

7.3 LIABILITY OF UNIT OWNER TO MANAGING AGENT. Paragraph 6.10 above shall include any assessment due by virtue of a Management Agreement with a Managing Agent (if any) and such Managing Agent shall also have the right to bring such actions and the right to obtain such relief in its own name, including damages, attorney's fees and costs, to enforce the provisions thereof.

7.4 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.

7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration(s) shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve said party from any liability, financial or otherwise, incurred by said party while a member and

84701 P1954

shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.

7.8 ARBITRATION OF INTERNAL DISPUTES. In the event of any internal dispute arising from the operation of the Condominiums among the Unit Owners, Association, their agents and assigns, the parties to such dispute may submit the same to voluntary binding arbitration in accordance with the provisions of F.S. 718.

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declarations, the Articles, these By-Laws, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENT TO BY-LAWS. Amendments to these By-Laws as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-Laws may be proposed in the form required by F.S. 718 by the Board acting upon vote of eighty-five percent (85%) of the Directors or by Voting Interests of the Association having seventy-five percent (75%) of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member as required and as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of eighty-five percent (85%) of the entire membership of the Board and by an affirmative vote of the Voting Interests having 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of the County in which the Condominium is located within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and Voting Interests.

10.4 PROVISIO. Notwithstanding the foregoing provisions of this Article 10, no amendment to these By-Laws which affects the Sponsor may be adopted or become effective without the prior written consent of the Sponsor.

10.5 ADOPTION OF ADMINISTRATIVE RULES AND REGULATIONS. In order for an administrative rule and/or regulation to be effective

84701 P1955

it must be approved by an affirmative vote of the Board and Voting Interests as set forth in paragraph 10.3 above.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM - RESIDENTIAL UNITS AND ASSOCIATION PROPERTIES.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, Common Elements and Limited Common Elements, and the Condominium Property.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owner. The violation of such By-Laws shall bar any Unit Owner or his family and invitees for the use of the Common Elements and/or Condominium Property, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-Laws.

11.3 INITIAL BY-LAWS. These By-Laws (Use and Decorum) hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

(a) The sidewalk, entrances, passages, stairways and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.

(b) All persons using the swimming pool shall do so at their own risk. A shower is required before entering the pool. Ball or frisbee playing is not permitted at the pool or in the patio area. Chaise lounges shall not be reserved. Under no circumstances are pets permitted in or about the pool area. Glassware is not permitted at the pool. No food is permitted at the pool. Unless otherwise determined by the Board, there shall be no lifeguard or other pool attendant employed to supervise the use of the swimming pool. Resident identification may be required for pool use.

(c) The personal property of all Unit Owners shall be stored either within their Condominium Units or in the storage spaces provided in the Condominium to each Unit Owner for such purpose; provided, however, that no Unit Owner may store any personal property on, or make any use of, the balcony or patio appurtenant to his Unit or the Condominium Property which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

(d) No garbage cans, supplies or other articles, including but not limited to flags and banners, shall be placed on the patios or balconies or common elements, and, subject to the provisions of F.S. 163.04, to the extent applicable, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors, stairways, patios or balconies, nor hung outside the Unit, nor exposed to or on any part of the Common Elements or porches within any Unit. The Common Elements, Limited Common Elements, and Condominium Property shall be kept free and clear of rubbish, debris and other unsightly material.

(e) No person shall allow anything whatsoever to fall from the window, balcony or doors of the premises.

(f) All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. For sanitary

84701 P1956

reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in trash receptacles.

(g) No person other than an Association officer shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

(h) Servants and domestic help of the Unit Owners may not gather or lounge in the public areas of the building or grounds.

(i) The parking facilities shall be used in accordance with the regulations adopted by the Association. Association's assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle, truck, or recreational vehicle (except drivable recreational vehicles up to 21'5" which may be kept in the project if they are used by the Owner on a daily basis for normal transportation) shall be parked on the Condominium Property (this exclusion shall not be deemed to include clean "non-working" commercial vehicles such as pick-up trucks, vans or cars carrying advertising signs). No boat, boat trailer, camper or like vehicle shall be left or stored on the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas, bicycles shall be kept in the Unit. Washing of vehicles shall only be done in the vicinity of the exterior hose bib provided by the Sponsor within each parking cluster (if any).

(j) No Unit Owner shall make or permit any disturbing noises by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of others.

(k) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property that is visible from outside, nor shall tinfoil or other material be used to cover any windows or doors so as to be visible from outside the Unit.

(l) The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use of Association pursuant to its right of access to the Unit.

(m) No cooking shall be permitted nor shall any goods or beverages be consumed outside of a Unit excepting in areas designated for those purposes by the Association. No cooking or fires shall be permitted on patios or balconies.

(n) No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit, except those required for normal household use.

(o) Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or balcony prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

(p) No commercial or business activity shall be conducted in any Unit or on the Condominium Property. No Unit Owner may actively engage in any solicitations for commercial purposes

B4701 P1957

on the Condominium Property nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.

(q) Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be used by guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons.

(r) No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Sponsor.

(s) There is no swimming, boating, or fishing permitted in or on the water bodies.

11.4 APPLICABILITY. The above provisions shall not be applicable to the Sponsor or to any Unit owned by the same.

11.5 FURTHER RULES AND REGULATIONS. Subject to the provisions of Section 10.5 hereof, the Association may promulgate Rules and Regulations concerning the use of the Condominium Property. Said additional Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property, and shall have the dignity of By-Laws. PROVIDED that no such Rule, etc. shall affect Sponsor, or any Unit owned by Sponsor, without Sponsor's prior written consent.

ARTICLE 12. INDEMNIFICATION.

12.1 OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every officer, including the first officers and directors, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled.

12.2 INSURANCE. The Association shall, if available, at the Association's expense, purchase Director's liability insurance and shall cause the Directors, from time to time serving, to be named insureds.

ARTICLE 13. UNIT OWNER'S RESPONSIBILITY CONCERNING LIENS AND TAXES.

13.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Declaration, or these By-Laws, whichever is sooner.

13.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

ARTICLE 14. CONFLICT. In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declarations of Condominium, the Declarations shall prevail.

B4701 P1958

The foregoing were adopted as the By-laws of the Association at the first meeting of the Board of Directors on the 6th day of November, 1985.

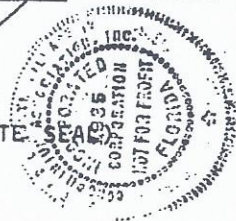
PINE RIDGE NORTH VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By [Signature]
Its _____ President

ATTEST:

By Carolyn D. Jones
Its _____ Secretary

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B4701 P1959

