

BY-LAWS
OF
LAS PALMAS
CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation Not For Profit

1. IDENTITY.

1.1 Applicability. These are the By-Laws of LAS PALMAS CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapters 617 and 718, Florida Statutes, 1981, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to administer the operation and management of Las Palmas Condominium to be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes, 1981 ("Act"), upon certain real property in Duval County, Florida, as set forth in the Declaration of Condominium. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. All members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of Units in the Condominium and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

1.2 Office. The office of the Association shall be at 3461 Peeler Road, Jacksonville, Florida, or at such other place as may be established by resolution of the Board of Directors.

1.3 Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 Seal. The seal of the Association shall bear the name of Las Palmas Condominium Association, Inc., the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Membership. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the membership entitled to vote upon any matter or matters arising at said meeting.

2.3 Voting.

(a) Each Unit shall be assigned the right to cast one vote at any meeting of Members.

(b) If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit.

(c) If any Unit is owned by more than one person or a partnership, corporation, trust, or any other association or entity,

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the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or by the President, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superceded by a subsequent certificate or until ownership of the unit is changed. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of that Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.4 Vote Required. Except as otherwise required under the provisions of the Articles, these By-Laws or the Declaration(s), or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

2.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. 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 Unit owner executing it.

3. MEMBERS' MEETINGS

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place in Jacksonville, Florida, and at such time as may be specified in the notice of the meeting, on the second Saturday in November of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Saturday, or such day as the Directors shall determine and include in the notice of meeting.

3.2 Special Meeting. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership.

3.3 Notice of Meetings.

(a) Generally. Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to said meeting.

(b) Annual. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed by certified mail or delivered personally to each Member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received and shall constitute that Member's waiver of his right to receive notice by mail. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it

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appears on the records of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

(c) Special. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed by regular mail or delivered personally to the Member.

(d) Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice to such Member.

(e) Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by Directors, Unit owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

3.5 Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (a) Calling of the roll and certifying of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading or waiver of reading of minutes of previous meeting of Members
- (d) Reports of officers
- (e) Reports of committees
- (f) Appointment by Chairman of inspectors of election
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

4. BOARD OF DIRECTORS

4.1 First Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. The first Directors shall consist of three (3) persons as designated in the Articles of Incorporation. Las Palmas, Ltd., a Florida limited partnership, "Developer," reserves the right to appoint Directors to the Board as specified in Article VIII (B) of the Articles.

4.2 Election of Directors. Directors shall be elected in the following manner:

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(a) Commencing with the election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these By-Laws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these By-Laws.

(b) For so long as the Developer shall retain the right to appoint at least one member of the Board of Directors, all members of the Board of Directors whom Developer shall not be entitled to appoint under these By-Laws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following appointment of the members of the Board whom Developer shall be entitled to appoint. Commencing with the first annual election of Directors after the Developer shall have lost or relinquished the right to appoint at least one Director, the members shall elect three (3) Directors, by a plurality of the votes cast at the annual meeting of the general membership.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(d) In the election of Directors, there shall be appurtenant to each Unit one (1) vote for each Director to be elected provided, however, that no Member or owner of any Unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(e) Within sixty (60) days after Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, in a manner as elsewhere provided in these By-Laws, and give not less than thirty (30) days nor more than sixty (60) days notice of a meeting of the Unit owners for this purpose. Such meeting may be called and the notice given by any Unit owner if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these By-Laws.

(f) Until such time as the Members are entitled to elect all of the Directors, each Director shall serve for one year until the next annual meeting or such other time as his successor is elected. At the first annual meeting at which the Unit Owners are entitled to elect all of the members of the Board of Directors, one directorship shall be designated as a two-year term director and the other two shall be for one year terms. At the next succeeding annual meeting, one of such one-year term directorships shall be, from that point on, designated as a two-year term directorship. The intent hereof is to stagger the terms of the directorships so that there shall be only two directors elected each year with one member of the old board continuing on the new board. Therefore, there shall be two directorships of two year terms being up for election in different years, and the third directorship shall always remain a one-year term directorship.

(g) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute

right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

4.3 Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

4.4 Regular Board Meeting. 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 telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted conspicuously in the Condominium at least forty-eight (48) hours in advance for the attention of Unit owners, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of any meeting where assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

4.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Unit owners and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

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

4.8 Quorum. A quorum at meetings of the Board 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 of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, is 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.

4.9 Removal. Directors may be removed from office with or without cause by the vote or written agreement of a majority of all unit owners, provided, however, that only the Developer can remove a member of the Board who was appointed by the Developer.

4.10 Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.11 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration(s), and shall include, without limitation, the right, power and authority to:

(a) Make, levy and collect assessments, including without limitation assessments for reserves and for betterments to Condominiums and/or Association property, against Members and Members' Units to defray the costs of the Condominium and the property owned by the Association and use the proceeds of assessments in the exercise of the powers and duties of the Association;

(b) Maintain, repair, replace, operate and manage the Condominium Land wherever the same is required to be done and accomplished by the Association for the benefit of members;

(c) Repair and reconstruct improvements after casualty;

(d) Make and amend regulations governing the use of the property, real and personal, in the Condominium, and such property owned by the Association provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(e) To make, levy and collect from Unit Owners as part of their monthly assessments membership fees of the Las Palmas Racquet Club pursuant to the Membership Agreement.

(f) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

(g) Contract for the management and maintenance of the condominium property and Association property and to authorize a management agent to assist the Association in carrying out its powers and duties, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements and property owned by the Association with funds as shall be made available by the Association for such purposes. Any such contract shall be terminable for cause upon the giving of thirty (30) days prior written notice, and shall be for a term of from one (1) to three (3) years. Any

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such contract shall be renewable by consent of the Association and the management. If such contract is negotiated by the Developer, the term of such contract shall not exceed one (1) year. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(h) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;

(i) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and assess the same against the Members and their respective Units subject to such liens;

(j) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance;

(k) Pay all costs of power, water, sewer and other utility services rendered to the Condominium or to the Association and not billed to the owners of the separate Units;

(l) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. OFFICERS.

5.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary, to properly manage the affairs of the Association. Officers may be removed from office by the Board.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

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

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and

evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article as is of these By-Laws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures and the Florida Condominium Act. Written summaries shall be supplied at least annually to members. Such records shall include, but not be limited to:

- (a) A record of all receipts and expenditures.
- (b) An account for each Unit which shall designate the name and address of the Unit owner, the amount of each assessment, dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

6.2 Inspection of Books. Financial reports and the membership records shall be maintained in the office of the Association and shall be available to members for inspection during normal business hours. The Association shall issue an annual financial report to unit owners pursuant to Section 718.111(13), Florida Statutes.

6.3 Annual Budget. The Board shall adopt, for, and in advance of, each fiscal year, a budget showing the estimated cost of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the common expenses, which shall include without limitation, the cost of operating and maintaining the Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, fees due the Las Palmas Racquet Club, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member at least thirty (30) days prior to the meeting of the Board of Directors at which the budgets will be considered, together with a notice of the time and place of said meeting, which shall be open to Unit owners. If any budget is subsequently amended, a copy shall be furnished each

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affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.4 Amount of Budget. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the votes of all Unit owners. The Board may, in any event, first propose a budget to the Unit owners at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the votes of all Unit owners either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth.

In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation assessments for betterments to the Condominium or Association property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the votes of all Unit owners.

6.5 Notice of Adopted Budgets. Upon adoption of budgets, the Board shall cause written copies thereof to be delivered to all Unit owners. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

6.6 Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable monthly on the first day of each calendar month, but in no event shall amounts be payable less often than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.7 Special Assessments. Special assessments, if required and approved by the Members at a duly convened meeting, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of three kinds: (1) those chargeable to all Members of the Condominium in the same proportions

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as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto): (ii) those assessed against one Member alone to cover repairs or maintenance for which such Member is responsible and which he has failed to make, which failure impairs the value of or endangers the Common Elements or the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit; and (iii) and for such other purposes as shall have been approved by the Members at a duly convened meeting;

6.8 The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations 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 or withdrawals signed by such persons as are authorized by the directors, provided that any management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.9 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

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

8. AMENDMENTS TO BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

8.1 Proposal. Amendments to these By-Laws may be proposed by the Board, acting upon a vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

8.2 Notice. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give 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 Members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

8.3 Content of Amendment. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw . . . for present text." Nonmaterial errors or omissions

in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

8.4 Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the votes entitled to be cast at a regular or special meeting. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Duval County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

8.5 Written Vote. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

8.6 Developer's Reservation. Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of the Board of Directors of the Association, as provided in Article 4 hereof, or any other right of the Developer provided herein or in the Articles of Declaration, may be adopted or become effective without the prior written consent of Developer.

8.7 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit owner nor against any condominium unit or class or group of units unless the condominium Unit owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.

8.8 Proviso. Anything herein to the contrary notwithstanding, until the first regular election of Directors by the membership, and so long as the Developer shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

The foregoing were adopted as the By-Laws of LAS PALMAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 8th day of November, 1983.

Julie Piepant
Secretary

APPROVED:

Eir Rupert
President

MEMBERSHIP AGREEMENT

This Agreement, made and entered into this 8th day of ~~November~~
~~January~~, 1983, by and between Las Palmas Condominium Association,
Inc., a Florida corporation, hereinafter "Association," and Las
Palmas Racquet Club, a sole proprietorship, hereinafter referred to
as "Club."

WITNESSETH

WHEREAS, the Association desires to provide recreational facil-
ities for its members, and the Club has agreed to make available
its recreational facilities to Association members by allowing each
member of the Association to become a Club member, upon the follow-
ing terms and conditions.

NOW, THEREFORE, for and in consideration of the mutual cove-
nants herein contained, and in consideration of the sum of Ten and
No/100 Dollars (\$10.00) in hand paid by Association to the Club,
the parties hereby acknowledge and agree as follows:

1. The Club will allow each and all members of the Associa-
tion and their families to be and become members of the Club at
such time as the respective persons become members of the Associa-
tion. The members of the Association who become members of the
Club shall be entitled to all of the rights inuring to members of
the Club, and will be subject to each and all of the rules and reg-
ulations governing Club membership, as established by the Club, and
as they may be amended from time to time. A copy of the current
Rules and Regulations is attached hereto as Exhibit "A".

2. The Association agrees that it will cause each of its
members to become a member of the Club simultaneously with their ac-
quisition of title to a unit at Las Palmas Condominium and thereby
gaining membership in the Association. Provided, however, that in
the event that seventy-five percent (75%) of the members of the
Association at a duly called meeting vote to terminate the mandatory
relationship between membership in the Club and membership in the
Association, the mandatory nature of Club membership shall cease and
terminate, and in such event, each respective member of the Associa-
tion shall thereafter have the right, but not the obligation, to
join the Club.

In such event, all members of the Association who do not join the Club shall have the personal obligation to pay to the Association a pro rata share of the expenses for the maintenance of the swimming pool which has been leased by the Association to the Club. The amount of such maintenance expense shall be included in an annual report given by the Club to the Association. It is estimated that the pool maintenance expenses for the first full year of operation will be approximately \$3600.00. The pro rata expense payable by each member of the Association who is not a member of the Club shall be computed by multiplying the previous year's expenses as stated on the annual report by a fraction, the numerator of which is 1 and the denominator of which is the sum of all Club members and all Association members who are not Club members. There are currently 100 members of the Club. This pro rata share of pool expenses shall be paid monthly to the Association which shall remit same to the Club. The Association and Club shall have the same lien rights for nonpayment of these amounts as they do for nonpayment of Club dues.

3. The Association shall be responsible for collecting monthly dues to the Club from Association members, and payment thereof to the Club, initially in the amount of \$38.00 per month, subject to change annually by the Club, but not to exceed an increase of fifteen percent (15%) in any one year period, and to be collected by the Association as part of monthly condominium assessments. In the event that any member of the Association fails to pay such monthly assessment, the Association shall continue to be responsible for payment of the monthly dues to the Club, and shall be entitled to all remedies available under the Las Palmas Condominium Declaration to recover from the respective unit owner the delinquent assessment.

4. All charges made by a Club member for purchases shall be billed separately and paid by the Club member directly to the Club.

5. The terms of this Agreement shall commence on the date the Declaration of Condominium is recorded, and expire on January 1, 2003.

OFFICIAL RECORDS

6. This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto, and shall inure to the benefit of the Association, its members, and their heirs, successors and assigns.

This Agreement will be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

LAS PALMAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation

Mary Kay Moffat
Virginia Lee Moffat
As to Association

By Eric Pietpont
Its President

LAS PALMAS RACQUET CLUB, a Sole Proprietorship

Mary Kay Moffat
Virginia Lee Moffat
As to Club

By Eric Pietpont
Eric Pietpont

RULES AND REGULATIONS

LAS PALMAS RACQUET CLUB IS PRIVATELY OWNED. MEMBERSHIP IN THE CLUB IS NON-PROPRIETARY AND DOES NOT CARRY WITH IT ANY INTEREST OR RIGHTS TO THE ASSETS AND PROPERTIES OF THE CLUB OR ANY RIGHT TO PARTICIPATE IN ITS MANAGEMENT. THE MEMBERS ARE NOT PURCHASING STOCK OR SHARES, BUT ONLY THE PRIVILEGE TO USE THE FACILITIES AND SERVICES OF THE CLUB. THE MEMBERS' PRIVILEGES, OBLIGATIONS AND THE RULES AND REGULATIONS OF THE CLUB ARE STATED IN THE FOLLOWING SECTIONS.

CONDITIONS OF MEMBERSHIP - IT SHALL BE THE POLICY OF LAS PALMAS TO ACCEPT APPLICATIONS FOR MEMBERSHIP FROM ANY INDIVIDUAL OR FAMILY OF GOOD CHARACTER AND RESPONSIBLE CREDIT BACKGROUND WITHOUT REGARD TO RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN.

MEMBERSHIP ENTITLES THE MEMBER TO THE FULL USE OF THE CLUB'S FACILITIES DURING ALL NORMAL HOURS OF OPERATION, SUBJECT TO THE RULES STATED HEREIN AND TO ANY REVISIONS MADE FROM TIME TO TIME BY THE CLUB.

TRANSFERABILITY OF MEMBERSHIP - THE MEMBERSHIP CERTIFICATE, PRESENTED TO ALL INDIVIDUAL & FAMILY MEMBERS AT THE TIME OF JOINING, MAY BE TRANSFERRED AT ANY TIME. ALL MEMBERS TERMINATING MUST BE FULLY PAID-UP TO DATE OF TRANSFER WITH NO RESIDUAL FEES DUE THE CLUB. THE TERMINATING MEMBER MUST ENDORSE THE CERTIFICATE. A ONE-TIME PROCESSING FEE AND THE APPROPRIATE MONTHLY DUES FOR ONE MONTH MUST BE PAID BEFORE A VALIDATED CERTIFICATE WILL BE ISSUED. UNDER TRANSFER OF MEMBERSHIP, NO INITIATION FEE WILL BE REQUIRED BY THE CLUB. THE NEWLY ISSUED CERTIFICATE SHALL CONTAIN THIS SAME TRANSFER PRIVILEGE.

MONTHLY DUES ARE TO BE PAID BY THE 10TH OF EACH MONTH WITH A 1 1/2% SERVICE FEE CHARGED TO ALL UNPAID BALANCES. (ANNUAL RATE OF 18%)

THE CLUB SHALL DETERMINE THE AMOUNT AND TERMS OF PAYMENT OF DUES. TOURNAMENTS, REPAIR AND/OR MAINTENANCE OF THE FACILITY MAY MAKE IT NECESSARY FOR THE CLUB TO RESTRICT USE OF OR CLOSE THE FACILITY. DUES WILL NOT BE REDUCED OR SUSPENDED DURING THAT TIME.

EXHIBIT "A"
To Membership Agreement

INVOLUNTARY TERMINATION - THE CLUB SHALL BE ENTITLED TO TERMINATE A MEMBER AFTER GIVING SUCH WRITTEN NOTICE OF TERMINATION UPON THE OCCURRENCE OF ANY OF THE FOLLOWING;

- A) FAILURE BY ANY MEMBER TO PAY ALL FEES OR CHARGES OWED WITHIN 75 DAYS OF THE FIRST BILLING.
 - B) ANY VIOLATION OF THE CLUB'S RULES AND REGULATIONS.
 - C) CONDUCT BY THE MEMBER, WHILE ON THE PREMISES OF THE CLUB OR PARTICIPATING IN A CLUB-SPONSORED EXCURSION, WHICH IN THE OPINION OF THE CLUB IS UNAPPROPRIATE OR CAUSES A NUISANCE TO THE CLUB, OTHER MEMBERS OR GUESTS.
 - D) ABUSE OF THE FACILITIES BY THE MEMBER AND/OR THEIR CHILDREN.
 - E) THEFT OF ANY PROPERTY BELONGING TO THE CLUB, A MEMBER OR GUEST.
- THE TERMINATED MEMBER WILL REMAIN LIABLE FOR ALL MONTHLY MEMBERSHIP FEES AND/OR DUES THROUGH THE MONTH OF TERMINATION, SHALL NOT BE ENTITLED TO A REFUND OF ANY PART OF HIS INITIATION FEE OR DUES, AND WILL BE UNACCEPTABLE AS GUESTS.

WAIVER OF LIABILITY - ALL USE OF THE CLUB FACILITIES SHALL BE UNDERTAKEN BY A MEMBER AT HIS/HER SOLE RISK, AND THE CLUB SHALL NOT BE LIABLE FOR ANY INJURIES OR ANY DAMAGE TO ANY MEMBER OR GUEST, OR THE PROPERTY OF ANY MEMBER OR GUEST, OR BE SUBJECT TO ANY CLAIM, DEMAND, INJURY OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE DAMAGES RESULTING FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF THE CLUB, ITS AGENTS OR EMPLOYEES. THE APPLICANT FOR HIMSELF/HERSELF AND ON BEHALF OF HIS/HER EXECUTORS, ADMINISTRATORS, ASSIGNS AND SUCCESSORS, DOES HEREBY EXPRESSLY FOREVER RELEASE AND DISCHARGE THE CLUB, ITS SUCCESSORS AND ASSIGNS, AS WELL AS ITS AGENTS AND EMPLOYEE, FROM ALL SUCH CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTION.

THE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE TO MEMBERS OR THEIR GUESTS FOR ARTICLES LOST OR STOLEN AT THE CLUB. THE CLUB ALSO SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSS OR DAMAGE TO ANY OTHER PROPERTY OF MEMBERS OR THEIR GUESTS INCLUDING THEIR AUTOMOBILES AND CONTENTS.

CONTRACT OF MEMBERSHIP - THESE RULES AND REGULATIONS MAY BE REVISED, SUPPLEMENTED OR AMENDED FROM TIME TO TIME AND SHALL BE AVAILABLE FOR INSPECTION AT THE CLUB. THE ABOVE RULES SHALL BE CONSIDERED A PART OF THE CONTRACT OF MEMBERSHIP, AND THE MEMBERSHIP RIGHTS AND PRIVILEGES OF EACH MEMBER OF THE CLUB SHALL BE GOVERNED THEREBY. ANY PERSON WHO SHALL EXERCISE MEMBERSHIP PRIVILEGES IN THE CLUB SHALL BE CONCLUSIVELY PRESUMED TO BE BOUND BY THESE RULES AND REGULATIONS. THE CLUB RESERVES THE RIGHT TO AMEND OR ADD TO THE ABOVE OR TO ADOPT NEW RULES AND REGULATIONS, AS MAY BE DEEMED NECESSARY BY THE CLUB. THE CONTRACT AND THESE RULES AND REGULATIONS ARE INTENDED TO COMPLY WITH ALL APPLICABLE LAWS IN THE STATE OF FLORIDA. IF ANY PROVISION CONFLICTS WITH ANY SUCH EXISTING LAWS, THE CONTRACT AND RULES AND REGULATIONS ARE TO BE DEEMED AMENDED AND MODIFIED SO AS TO CONFORM IN ALL RESPECTS WITH THE LAW.

THIS LEASE AGREEMENT, (the "Lease"), made and entered into this 27 day of January, 1983, by and between LAS PALMAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, (the "Lessor") and LAS PALMAS RACQUET CLUB, a sole proprietorship, (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a swimming pool appurtenant to Las Palmas Condominium located in Duval County, Florida (the "Premises"), adjacent to lands owned by Lessee and operated as Las Palmas Racquet Club;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants, terms, conditions and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. PROPERTY AND TERM: Lessor hereby leases to Lessee, its successors and assigns, the said Premises located at Jacksonville, Duval County, Florida, being more particularly described in Exhibit "A" attached hereto and made a part hereof, for the term beginning the 1st day of February, 1983, and ending the 31st day of January, 1988. Lessee shall have the right to extend said initial term for nineteen additional consecutive five year terms upon the same rental and conditions as are herein contained for the initial term. Thirty days prior to the end of the initial or any extended five (5) year term, Lessee shall notify Lessor as to whether it will or will not extend the lease for an additional five year term. Failure by Lessee to so notify Lessor shall constitute an exercise of the extension right.

2. USE OF PREMISES: Lessee, its members, and their guests and invitees shall use the Premises solely for recreational purposes and shall not use or permit the use of the Premises for any other purpose. Lessee covenants that Lessee will cause its members to exercise all reasonable care in the use of the Premises which may be necessary for the preservation of the Premises for their intended uses. Lessee and its members shall keep the Premises, fixtures and any personal property of Lessor thereon and belonging thereto in good condition and repair, and at the termination of Lessee's tenancy, shall deliver up the Premises, fixtures, and personal property in good repair, ordinary wear and tear excepted. The possessory interest of Lessee and its members shall be nonexclusive, and the rights granted to Lessee hereunder shall be coextensive with the rights of unit owners at Las Palmas Condominium to use the said swimming pool for its intended purposes.

3. RENT: Lessee hereby agrees to pay Lessor One Dollar (\$1.00) as lump sum rent for the premises simultaneously with the execution of this Lease.

4. ACCESS: Lessor and/or its successors and assigns shall guarantee Lessee reasonable access, by easement or otherwise, to said Premises. Lessor agrees to permit Lessee or its agents, or employees, at all reasonable times, to enter onto the Premises and view the condition thereof, and make such repairs as may be necessary.

5. REPAIRS AND TAXES: Lessee shall at all times maintain and repair (including, but not limited to, structural, mechanical, electrical, plumbing, equipment, security and aesthetic maintenance and preservation of the Premises) and pay all and singular the taxes, assessments, levies, liabilities, obligations, judgments, statutory and common law liens, decrees and encumbrances of every nature and kind, which may be now or hereafter imposed, suffered, placed, levied or assessed upon the Premises.

6. **INSURANCE:** Lessor shall keep the Premises constantly insured against loss by fire, windstorm and, if located in a designated flood plain, flood and/or other hazard insurance to the premises' full insurable value and adequate public liability coverage with an insurance companies satisfactory to and approved by the Lessee, to the Premises' full insurable value. In the event that Lessor fails to so insure said Premises as herein agreed, the Lessee is hereby authorized to procure and pay for such insurance, or any part thereof, and abate the rent or other charges due hereunder by the cost incurred with respect thereto.

7. **COVENANT AGAINST ENCUMBRANCES:** Neither party shall encumber or cause to be encumbered the Premises or their respective interest therein with encumbrances of any nature. If the Premises are encumbered by any tax lien or materialmen's or mechanics' lien, Lessee shall promptly pay when due and payable and before same becomes delinquent and overdue and before any interest attaches or any penalty is incurred with respect to said encumbrances or the debts secured by the same.

8. **COVENANT OF QUIET ENJOYMENT:** Lessor further covenants and agrees that Lessee shall lawfully, peaceably, and quietly hold, occupy and enjoy the Premises during the demised term, subject to the rights of members of Lessor to also use and enjoy the Premises. Lessor covenants that it has fully right and authority to lease the Premises and that Lessee shall be entitled to quietly enjoy the Premises without any interruption by the Lessor or any person claiming through or under the Lessor, except as set forth herein; provided, however, that on the breach of any of the covenants by the Lessee herein contained, the Lessor may re-enter said Premises and immediately thereupon such entry said term shall be terminated.

9. **ATTORNEY'S FEES:** In the event that legal action is brought by either party hereto to enforce the terms of this Lease, the prevailing party shall be entitled to award of reasonable attorneys' fees and costs incurred with respect thereto.

10. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Florida.

Signed, Sealed and Delivered
in the Presence of:

LAS PALMAS CONDOMINIUM
ASSOCIATION, INC.

Virginia Lee Wilson
Pauline J. Wilson
As to Lessor

By Eric Picquest

Virginia Lee Wilson
Pauline J. Wilson
As to Lessee

LAS PALMAS RACQUET CLUB

By Eric Picquest

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8th
day of January, 1983, by Eric Picquest
November

Mary Kay Moffat
Notary Public, State of Florida at
Large.
My Commission Expires:

STATE OF FLORIDA

COUNTY OF DUVAL

VOL 5722: 499
OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 8th
day of ~~January~~, 1983, by Eric Pierpont
November

Mary Kay Miffat
Notary Public, State of Florida at
Large.
My Commission Expires:

Notary Public, State of Florida, No. 12,124
My Commission Expires 12/31/84

L.A.S. PALMAS CONDOMINIUM
DUVAL COUNTY, FLORIDA

SWIMMING POOL AREA:

A portion of Lot 39, as shown on the Plat of First Addition to Floral Bluff Estates as recorded in Plat Book 17, Page 95, of the current Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at the most Westerly corner of Lot 39, said corner being in the Easterly right-of-way line of Peeler Road; run thence North 89°34'30" East along Northerly line of said Lot 39, 605.00 feet; thence South 00°25'30" East, 122.00 feet; to the POINT OF BEGINNING; thence continue South 00°25'30" East, 93.00 feet; thence South 89°34'30" West, 80.00 feet; thence North 00°25'30" West, 93.00 feet; thence North 89°34'30" East, 80.00 feet, to the POINT OF BEGINNING.

Containing 0.17 acres, more or less.

83- 92596
Nov 14 4 09 PM '83

RECORDED IN PUBLIC RECORDS
DUVAL COUNTY, FLA

[Signature]

NOV 14 1983

EXHIBIT

SHEET