

NOTE: SUBSTANTIAL REWORDING OF ENTIRE BY-LAWS. SEE ENTIRE BY-LAWS FOR PRESENT TEXT.

EXHIBIT "D"

AMENDED and RESTATED BY-LAWS

of

LIMETREE CONCOMINIUM ASSOCIATION, INC. f/k/a LIMETREE COURT CONDOMINIUM, INC.

Section 1. GENERAL. These are the Amended and Restated By-Laws of LIMETREE CONDOMINIUM ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida. All prior By-Laws, with amendments thereto, are hereby revoked and superseded in their entirety.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Declaration of Condominium shall apply to terms used in these By-Laws.

Section 2. MEMBERSHIP AND VOTING RIGHTS

2.1 Qualifications. The members of the Association shall be the owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation. Notwithstanding the foregoing to the contrary, the following shall apply:

A. In the case of a Unit subject to a recorded agreement for deed, the contract vendee shall be deemed the Owner of the Unit for purposes of determining membership and use rights; however, both the contract vendor and contract vendee shall have the responsibilities of an Owner.

B. In the case of a life estate, only the life tenant (for the duration of his life) shall be deemed the member of the Association; thereafter the persons holding the recorded remainder interest shall become the members of the Association.

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C. In the case of a corporation, business-named partnership or trust as owner, the Primary Occupant shall be deemed the Owner of the Unit for purposes of determining membership and use rights; however, both the Primary Occupant and the corporation, business-named partnership or trust (as applicable) shall have the responsibilities of an Owner.

2.2 Change in Membership. Subject to the paramount provisions of Section 2.1 above: A change of membership shall be established and become effective by recording in the Public Records of Palm Beach County, Florida, a deed or other similar instrument and by the delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests; Votes. The members of the Association are entitled to one (1) vote for the Unit owned by them. The total number of possible votes (the "voting interests") shall equal the total number of Units. The vote of a Unit is not divisible. If a Unit is owned by one natural person, his right to vote shall be established by a record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record Owners. Votes may be cast for Units owned under a trust arrangement, by the Primary Occupant if there is one so designated, and if not, by any trustee. Votes may be cast by Units owned by a business-named partnership by the Primary Occupant if there is one so designated, and if not, by any general partner. Votes may be cast by Units owned by a corporation by the Primary Occupant if there is one so designated and if not, by any officer of the corporation. Votes may be cast for Units owned by an estate in probate, by any personal representative of the estate. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. Votes may be cast in person or by proxy, except as otherwise provided in Section 4.2 below.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in Palm Beach County, Florida, each year during the month of December at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in Palm Beach County, Florida, each year during the month of December, on the same date (but may or may not be at the same time or place as the annual meeting), for the purpose of electing Directors. The Board shall provide such notice as set forth in section 4.2 below.

3.3 Special Members Meetings. Special members meetings must be held whenever called by the President or by a majority of the Board of Directors, and must be promptly called by the President upon the President's or Secretary's receipt of a written petition signed and dated by at least twenty-five (25%) percent of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

3.4 Court-Ordered Meeting. The Circuit Court of Palm Beach County, Florida may, after notice to the Association, order a meeting of the members to be held:

A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or

B. On application of a member who signed a demand for a special meeting valid under Section 3.2 above, if:

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or

2. The special meeting was not held in accordance with the notice.

The Court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of the annual meeting must also state the intended agenda for the meeting. Notice of all meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of a members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The member is responsible for providing the Association with any change of the member's address. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting. Notice of the annual meeting shall be posted in a conspicuous place on the Properties at least fourteen (14) days prior to the annual meeting; no such posting is required in connection with special meetings of the membership. The Board of Directors shall adopt a Rule and Regulation designating where notice of the annual meeting shall be posted.

3.6 Waiver of Notice.

A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.

B. A member's attendance at a meeting, either in person or by proxy:

1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or

2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.

B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on, written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.

C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.

D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.

E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the Circuit Court of Palm Beach County, Florida on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3. 8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that 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. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the Secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section~3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy.

A. Election of Directors. Notwithstanding the foregoing to the contrary, no proxies may be used for the election of Directors.

3.9 Association's Acceptance of Votes.

A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.

B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:

1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and if the association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
4. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or

5. Two or more persons are the member as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

D. The Association and its Officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.

E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a Court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that two-thirds of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a members' meeting, subject to any applicable Administrative Rules.

3.11 Quorum. The quorum for members' meetings is as stated in the Articles. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given as required by Section 3.4 of these By-Laws. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the President (or other Officer in the absence of the President)
- B. Appointment of a Chairperson, only if the President is absent; otherwise, the President chairs the meeting
- C. Appointment of a Parliamentarian
- D. Call of the roll or certification of quorum

- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of Officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished Business
- K. New Business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

3.15 Action by Members Without a Meeting. Owners may take action by written agreement without a meeting, as long as written notice is given to the Owners in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on unless that notice is waived as provided in these By-Laws. The decision of a majority of the Owners, or a larger percentage vote as otherwise may be required by the Condominium Act, or the Condominium documents (the decision to be evidenced by written consent to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members, which shall in no event be later than sixty (60) days from the date of the first written consent. This Section 3.15 shall not apply to the election of Directors.

Section 4. BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by Law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner;

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). In order to provide for a continuity of experience, a system of staggered terms has previously been established. At each election meeting, the Owners shall elect three (3) directors for a term of two (2) years and one (1) director for a term of one (1) year. Based on the staggered system previously established, the four (4) Directors elected as such shall result in a seven (7) person Board. The three (3) candidates receiving the highest number of ballots cast shall be elected to the two (2) year term and the next candidate receiving the next highest number of ballots cast shall be elected to the one (1) year term. Any tie shall be decided by a flip of a coin. A Director elected shall serve for

such term(s) until his successor is duly elected, unless he sooner resigns, or is recalled pursuant to Section 4.4 below.

4.2 Election of Directors. At each election meeting (or election or special meeting in the event of recall), the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional Directors if desired. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Secretary of the Association, or his designee, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 1/2 inches by 11 inches. The written notice from the candidate and information sheet, if any, must be received by the persons authorized to receive same under the administrative Rules by no later than forty (40) days prior to the meeting, unless a different date is permitted by the Administrative Rules or Condominium Act as amended from time to time; no person is eligible to be a candidate for the Board unless the notice is received by the Association as just stated, unless the Condominium Act or Administrative Rules as amended from time to time provide otherwise. The Association shall have no liability for the contents of this information sheet prepared by the candidate. Not less than thirty (30) days prior to the date of the election meeting, the Association shall provide a notice to all owners reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. Directors shall be directed by a plurality of the ballots cast. There shall be no quorum requirement or minimum number of ballots cast necessary for the election. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie vote shall be decided by the flip of a coin. When candidates are running for both one (1) and two (2) year terms, the determination-of which Director receives which term shall be determined in the same manner as that expressed in Section 4.1.3 above (that is, the candidates receiving the most ballots cast obtain the longer term). A newly elected Director shall take office immediately upon determination of the outcome of the election.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

4.4 Removal of Directors. (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

A. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled. Furthermore, the agreement shall also designate a representative to receive pleadings, notices, or other papers on behalf of the Owners executing the agreement in the event that the Board determines not to certify the written agreement to

recall and files a petition for binding arbitration. If the agreement is certified by the Board of Directors, a special Owners' meeting must be called by the Association and held not less than seventy (70) days from the date of the certification for the purpose of the members filling the vacancies created by recall; the procedures set forth in Section 4.2 above shall be followed in connection with same.

B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests. During the meeting to recall one or more members of the Board, the Owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers, on behalf of the petitioning Owners in the event that the vote at the meeting is disputed and a petition for arbitration is filed. The notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board member, subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. The first order of business, upon the determination that a quorum exists, shall be the election of a presiding officer for that meeting who shall be a person other than a Director subject to that recall. During the meeting to recall one or more members of the Board, the Owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers, on behalf of the petitioning Owners in the event that the vote at the meeting is disputed and a petition for arbitration is filed. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. Any vacancies resulting by reason of recall shall be filled by the members of the Association, and the procedures of Section 4.2 above shall control.

C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.

4.5 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. If the office of any Director or Directors become(s) vacant for reason of recall pursuant to Section 4.4.B above, the members shall choose a successor as provided in Section 4.4.B above, to hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs .

4.6 Meetings of the Board of Directors.

A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Directors.

D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

E. Telephone conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of, any means of communication by which all Directors participating and members present may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings.

A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date or day of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting" shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

C. Notice to Owners

1. General. Notices of all Board meetings shall be posted conspicuously on the Properties at least forty-eight (48) hours in advance, except in an emergency. Notice of any Board meeting where assessments against Units are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of the assessments. No other notice of the proposed agenda need be given to the Owners.

2. Special. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be

proposed, discussed or approved shall be mailed or delivered to the Owners and posted conspicuously on the Properties not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association.

3. Posting Location. The Board of Directors shall by Rule and Regulation designate a specific location on the Properties upon which all notices of Board meetings shall be posted, and shall mail notice of that Rule and Regulation to the owners.

4.8 Quorum and Voting .

A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors.

B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the President, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
2. He votes against or abstains from the action taken.

4.9 Owners Participation at Board Meeting. Meetings of the Board of Directors shall be open to all members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Owners' statements. Any Owner may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules.

4.10 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board

- meetings
- D. Reports of Officers and committees
- E. Election of Officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes . A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the Circuit Court in and for Palm Beach County, Florida, for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the member shall mail to the Association and post conspicuously on the Properties, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees

A. Statutory Committee. The notice, conduct and participation in voting, and keeping and maintenance of minutes of the Statutory Committee shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time.

B. Non-statutory (That is non Chapter 718 Florida Statutes) Committee. To the extent that any committee of the Association is created and is not subject to the Condominium Act, such as those created pursuant to the corporate statutes, such committees may be appointed by the Board of Directors, members of the Association at a members' meeting or by the President.

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the entire Board. Any person except the President may hold more than one (1) office. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more

than one vice-President. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The President shall be the chief executive officer of the Association; he shall have the power, coexistent with the Board and the membership of the Association at a meeting, to appoint Committees; he shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the power of the President, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the President to effect a particular duty under question, incident to the office of the President.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its Officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the Secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS.

Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, Officer or committee member (as applicable), unless compensation is approved by a majority of the voting interests of all members of the Association, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or committee member for the management of the Condominium, or for any other service to be supplied by such Director, Officer, or committee member. Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall adopt an annual budget for common expenses for each budget year. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.2 Reserves.

A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules. The amount to be reserved shall be computed by a formula based upon the estimated life and replacement cost of each item. These reserves shall be fully funded unless a majority of the voting interests present in person or by proxy at a duly called meeting vote to fund no reserves or less than adequate reserves for a budget year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Owners as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present in person and by proxy at a members meeting called for that purpose, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time.

B. Non-Statutory General Reserves. In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first days of January, April, July and October of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to January 1 of the particular year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any average or shortage calculated shall be added or subtracted from each Unit's next due installment.

7.4 Special Assessment . Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments. However, if the funds are not used at all for specific purpose(s) stated in the notice, than those funds not so used, in the stated amount, shall be returned to the Owners.

7.5 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.6 Financial Reporting. The Board of Directors shall have performed and shall provide an audit, following all provisions of the Condominium Act and the applicable Administrative Rules, relating to preparation of audits. This requirement is waivable as provided for in the Condominium Act.

7.7 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7.8 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, bated upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Board of Directors may impose fines on any Owner and Unit for any violations of the Condominium Documents and Rules and Regulations; as amended from time to time; and/or violations of the Law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8-3 Written Notice Required; Contents No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen (14) days written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting of the Board of Directors at which meeting the Board shall determine whether the Owner (for himself/herself, family guests, servants, agents, etc., or other occupants of the Unit) and his Unit, is guilty of the violation, and if so, shall impose a fine for the violation.
- E. The Board of Directors shall be permitted to include in the notice, the following optional information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.

8.4 Level of Fine. A fine for each violation shall be \$15.00. This fine may be levied at the rate of \$15.00 per day for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Board of Directors in order that a record of offenses and offenders may be kept.

8.6 Hearing Before the Board of Directors. If the offending party or parties requested a hearing before the Board of Directors, then the following shall apply:

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

B. Failure of the Owner and the violator in-question to appear at the scheduled meeting may result in the automatic vote by the Board that the Owner is in violation, whereupon the fine may be levied without further advance warning.

Notwithstanding any provision in these By-Laws to the contrary, the Board of Directors shall be permitted to delegate the conduct of hearings to a Committee ("Hearings Committee"), which Hearings Committee will make recommendations to the Board of Directors for a final Board decision.

8.7 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the owner of the fine due and owing, with due date for payment. The notice shall inform the Owner of his rights to appeal under Section 8.8 of these By-Laws. The fine shall be paid and collectible as a charge pursuant to the provisions of the Declaration pursuant to the Condominium Act as amended from time to time.

8.8 Appeal. An Owner is hereby given the right to appeal the decision of the Board of Directors as to a fine. Any owner who desires to appeal must make written request for same to be received by, the Board of Directors within fifteen (15) days from the date that the Board mails the notice referred to in Section 8.7 above. If such written request is timely received by the Association, an appeal shall be conducted by a committee appointed by the Board of Directors, none of whom shall be members of the Board. The decision of that committee shall be final. If such an appeal is not timely requested, then the decision of the Board of Directors is final.

8.9 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the condominium Documents or under the Law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and Law, if in fact the violation(s) remain(s).

8.10 Late Fees. The imposition of late fees shall not be governed by this Section 8.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

Section 10. EMERGENCY BY-LAWS. The following shall apply to the extent not prohibited by the Condominium Act.

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all Officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

A. Binds the Association; and

B. May not be used to impose liability on a Director, Officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 11 if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS . All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units. If any Amendment is proposed by written petition, a majority of the entire Board of Directors shall adopt a resolution approving the Amendment.

11.2 Procedure; Notice and Forms. Upon any amendment or amendments to these By-Laws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the By-Laws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining 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 By-laws. See provision _____ for present text."

11.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the condominium Documents, these By-laws may be amended by concurrence of not less than 60% of the entire Board of Directors and not less than 75% of the voting interests of all members of the Association.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. The Certificate of Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded. The Certificate shall be executed with the formalities required for the recording of a deed.

11.5 Provisos. Notwithstanding any provision in the Condominium Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

B. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements than in effect or proposed to be adopted, whichever is greater.

C. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.D of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

11.6 Special Provisions Regarding the ACT and ADMINISTRATIVE RULES. Notwithstanding any provisions to the contrary contained in the Condominium Documents to the contrary, but subject to the provisions in Section 11.5 above, the following shall apply: Upon the vote of a majority of the full Board of Directors and the vote of not less than two-thirds (2/3) of the voting interests of those members present in person and by proxy at the meeting, any one or more of the following amendments to the By-Laws may be approved and become effective:

A. Any amendment which is necessary to enable the COMMUNITY to attain or retain EXEMPTION THREE of the ACT.

B. Any amendment which is necessary to refine Section 23 of the Declaration relating to the ACT and/or ADMINISTRATIVE RULES.

C. Any amendment which is necessary to delete any portions of Section 23 of the Declaration relating to the ACT and/or ADMINISTRATIVE RULES.

D. Any amendment to this Declaration which is made which otherwise relates to the ACT and/or ADMINISTRATIVE RULES.

E. Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).

CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting President and Secretary of LIMETREE CONDOMINIUM ASSOCIATION, INC. hereby certify that the foregoing was approved by not less than 60% of the entire Board of Directors on February 11, 1992 at a special Board Meeting called for the purpose, with quorum present; and was approved by not less than 75% of the voting interests of the members of the Association, voted on February, 11 1992 at a meeting of the members called for the purpose, with quorum present.

The foregoing both amend and restate the By-Laws in their entirety.

Executed on this 13 day of February 1992.

WITNESSES:

LIMETREE CONDOMINIUM
Association, Inc.

PRESIDENT

SECRETARY

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 13th day of February, 1992, before me personally appeared _____, President and _____, Secretary, respectively of LIMETREE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Boynton Beach, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC, State of Florida at large

My Commission Expires: _____

LIMEEXC