

# CONDOMINIUM UNIT C1

AREA = 1,953 SF\*

3/32"=1'-0"

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

TUSCANY SQUARE I,  
A CONDOMINIUM

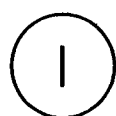
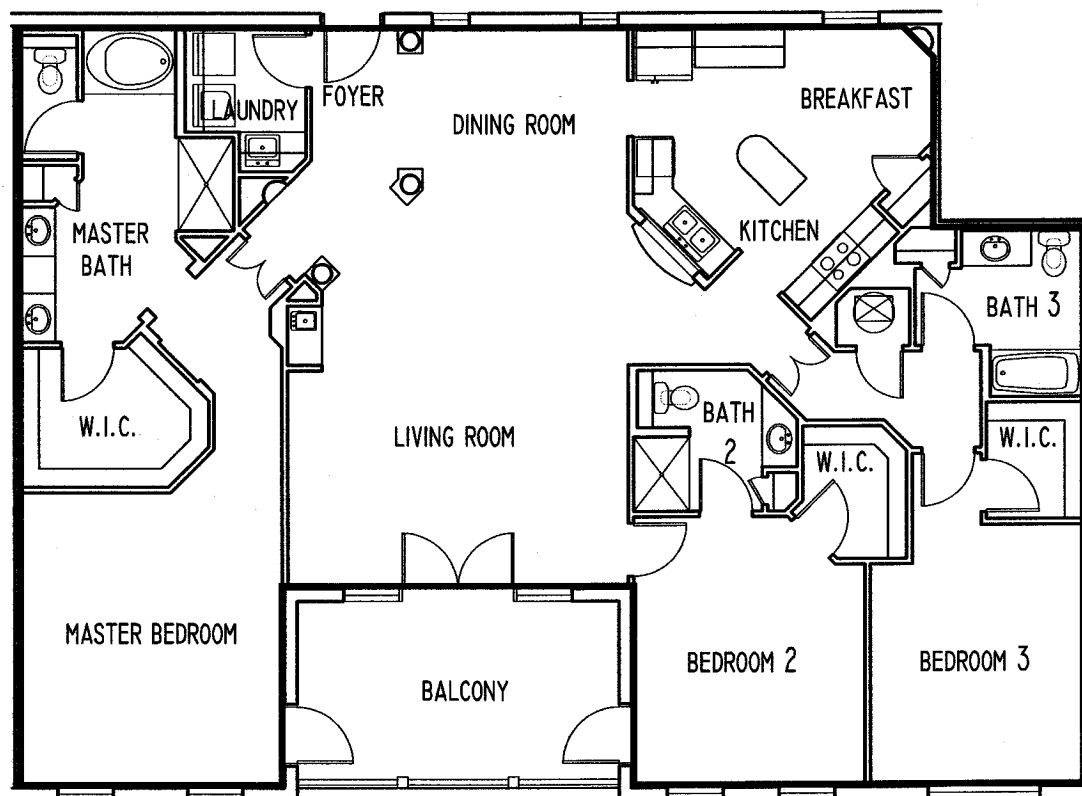
PROJECT NO.: 1295

DATE: 03/23/05

# FORUM

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 52  
Book : 5922  
Page : 1258



## CONDOMINIUM UNIT C2

AREA = 2,030 SF\*

3/32"=1'-0"

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

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A CONDOMINIUM

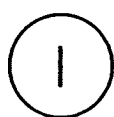
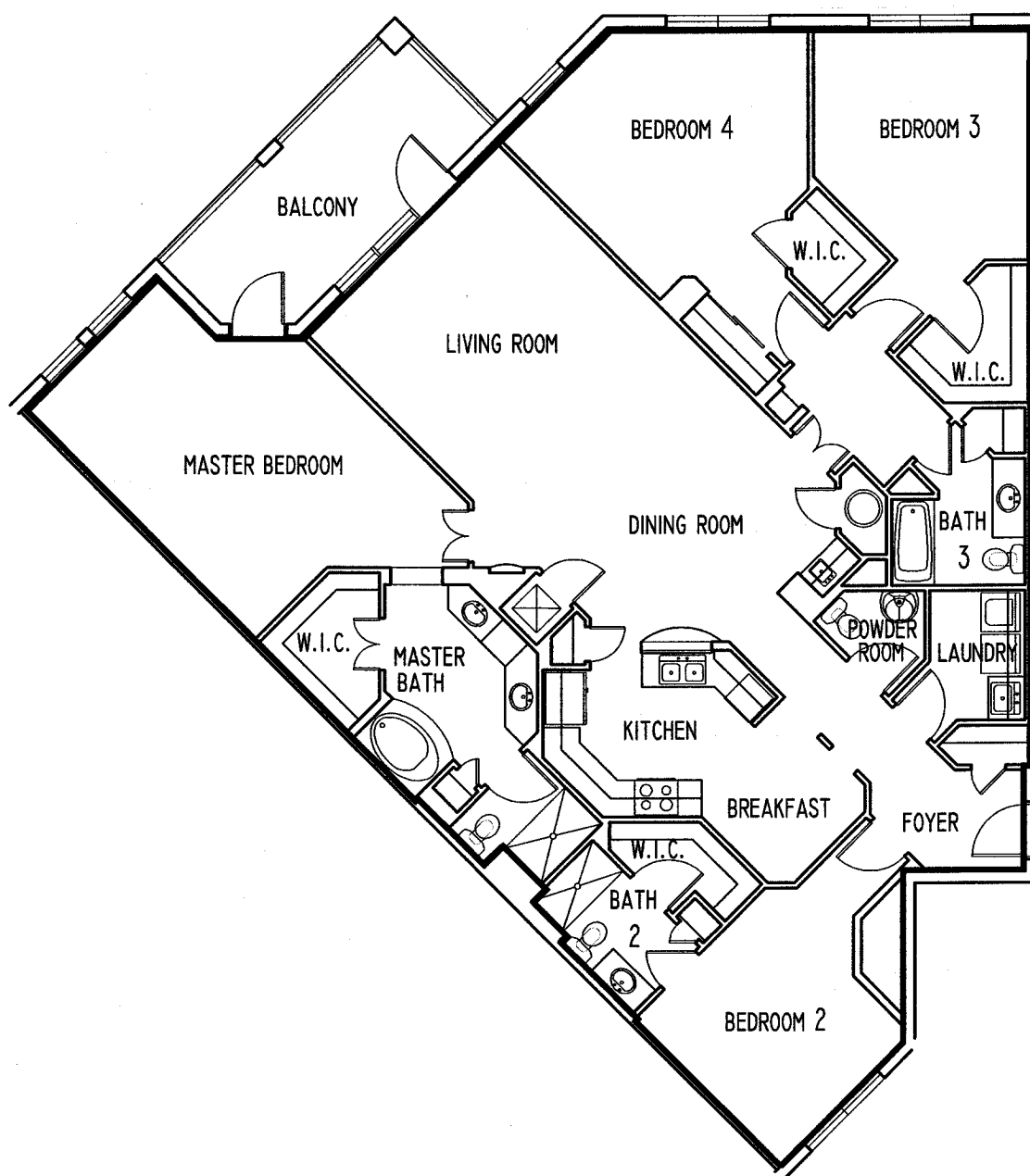
PROJECT NO.: 1295

DATE: 03/23/05

# FORUM

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 53  
Book : 5922  
Page : 1259



## CONDOMINIUM UNIT D1

AREA = 2,263 SF\*

3/32"=1'-0"

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

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A CONDOMINIUM

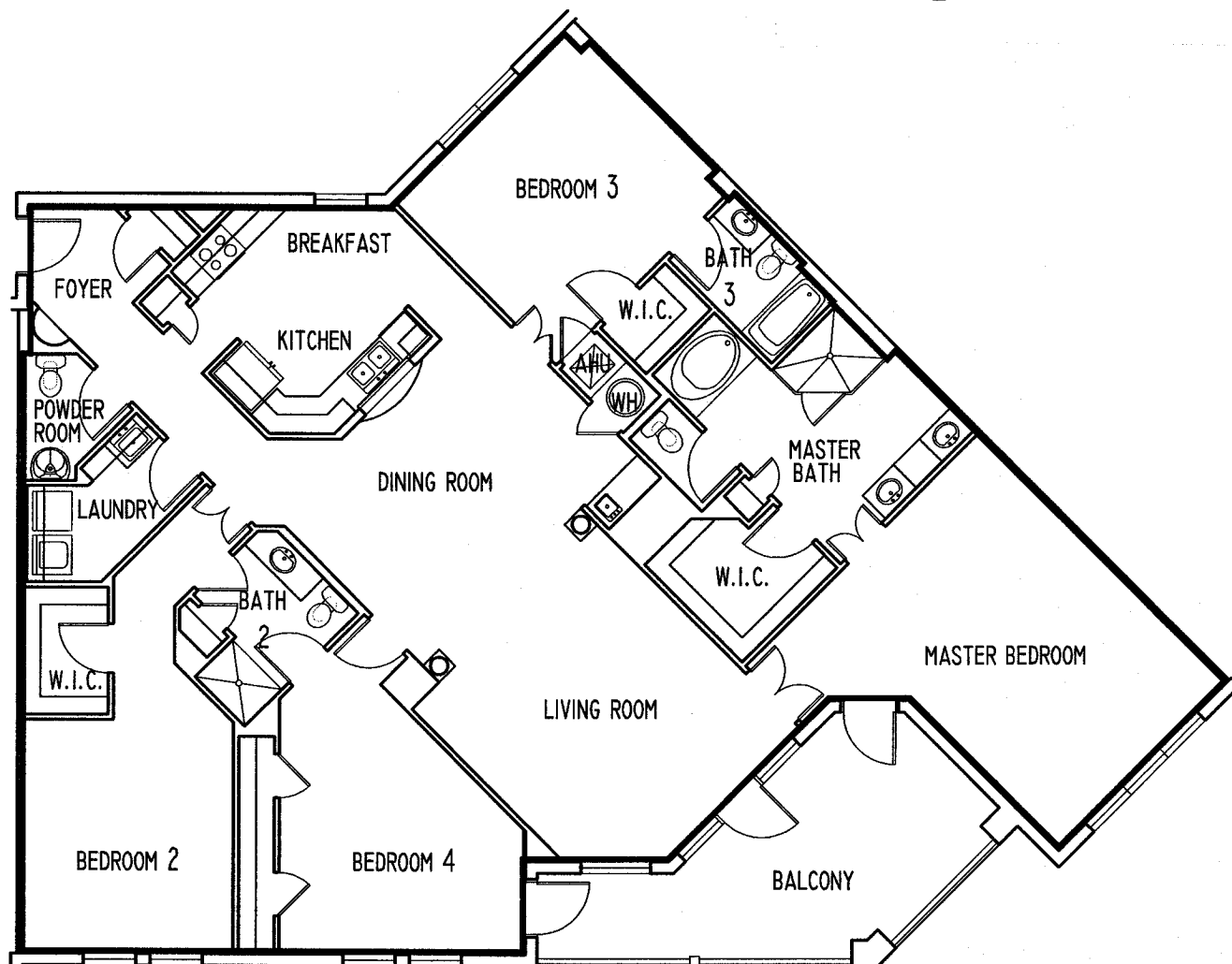
PROJECT NO.: 1295

DATE: 03/23/05

# FORUM

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 54  
Book : 5922  
Page : 1260



## CONDOMINIUM UNIT D2

AREA = 2,277 SF\*

3/32"=1'-0"

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

TUSCANY SQUARE I,  
A CONDOMINIUM

PROJECT NO.: 1295

DATE: 03/23/05

# FORUM

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 55  
Book: 5922  
Page: 1261

COMMERCIAL UNIT I

MATCHLINE A

427 325 326 225 226 329

426

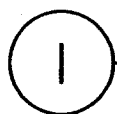
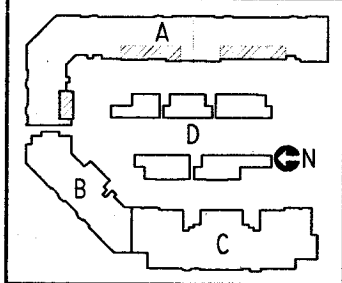
425

MATCHLINE B

MATCHLINE A

233 333 433 235 335 435

KEY PLAN



# SECTION A: 1ST FLOOR PARKING ASSIGNMENT

1:500

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

TUSCANY SQUARE I,  
A CONDOMINIUM

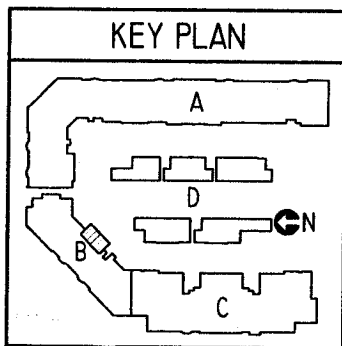
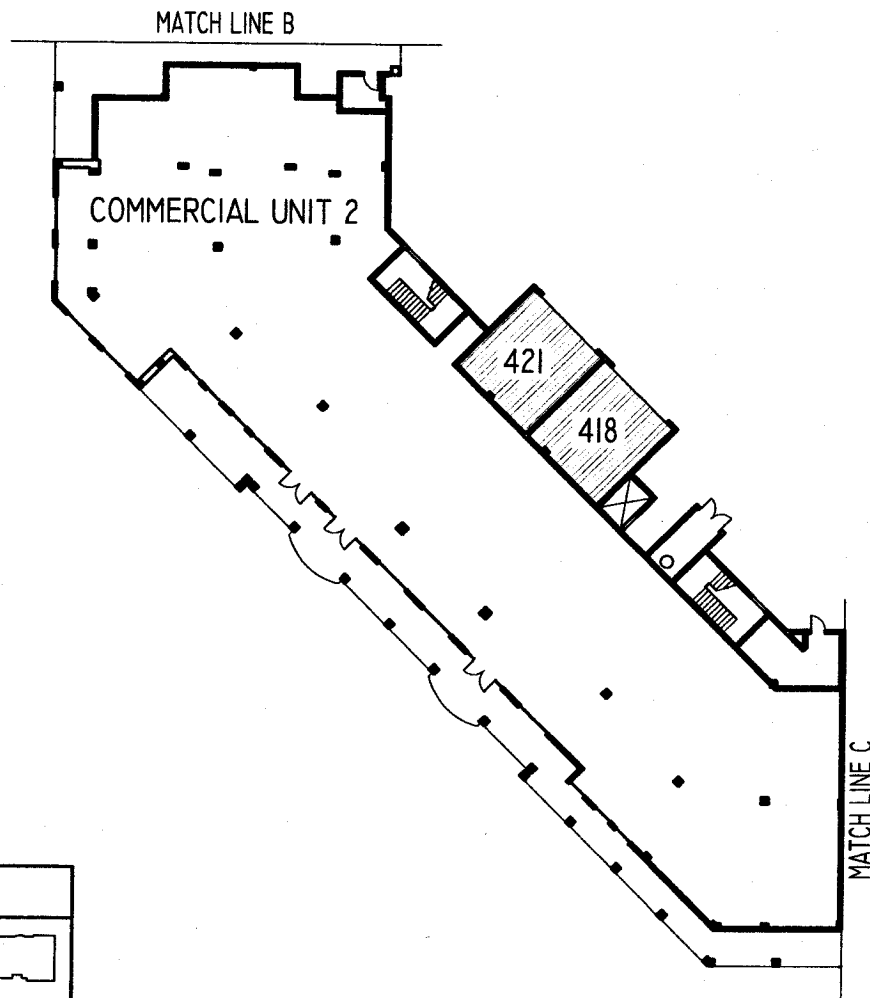
PROJECT NO.: 1295

DATE: 03/23/05

# FORUM

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 56  
Book: 5922  
Page: 1262



# I SECTION B: 1ST FLOOR PARKING ASSIGNMENT

1:500

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

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A CONDOMINIUM

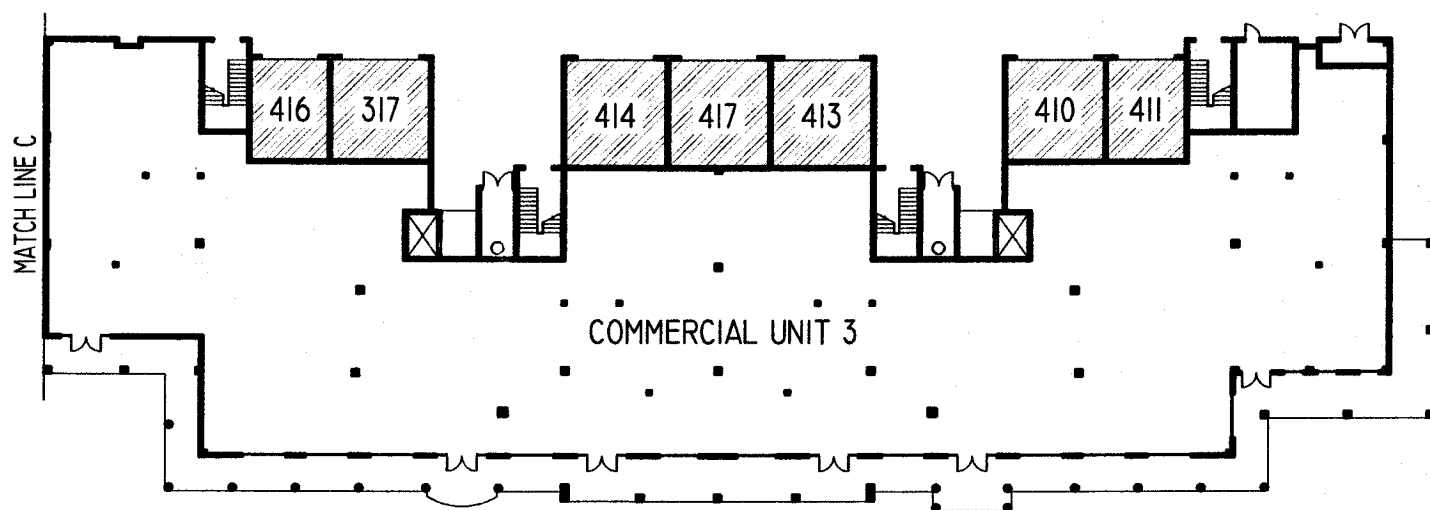
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DATE: 03/23/05

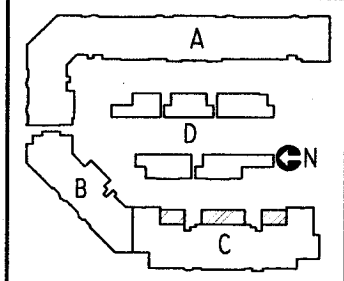
# FORUM

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 57  
Book : 5922  
Page : 1263



KEY PLAN



I SECTION C: 1ST FLOOR PARKING ASSIGNMENT

1:500

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

TUSCANY SQUARE I,  
A CONDOMINIUM

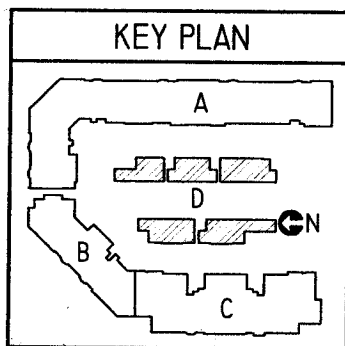
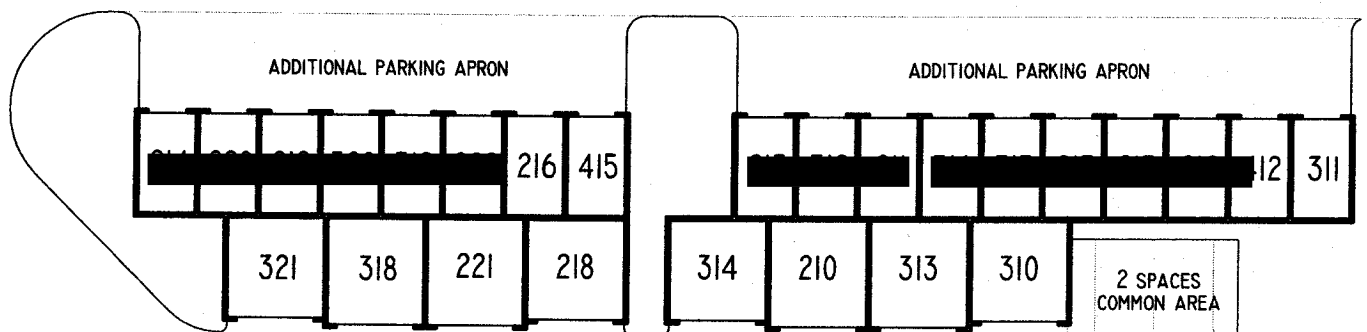
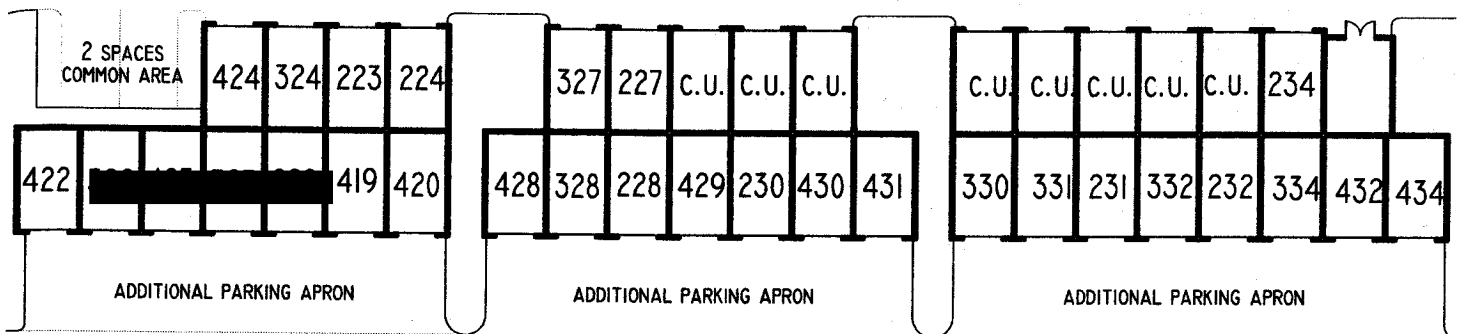
PROJECT NO.: 1295

DATE: 03/23/05

**FORUM**

ARCHITECTURE & INTERIOR DESIGN INC. AAC002731

Instrument# 2006-243699 # 58  
 Book : 5922  
 Page : 1264



# I SECTION D - 1ST FLOOR PARKING ASSIGNMENT

1:500

\* 'PAINT TO PAINT' SF INCLUDES CONDITIONED SPACE OF UNIT ONLY MEASURED FROM INTERIOR OF FINISH WALLS.

TUSCANY SQUARE I,  
 A CONDOMINIUM

PROJECT NO.: 1295

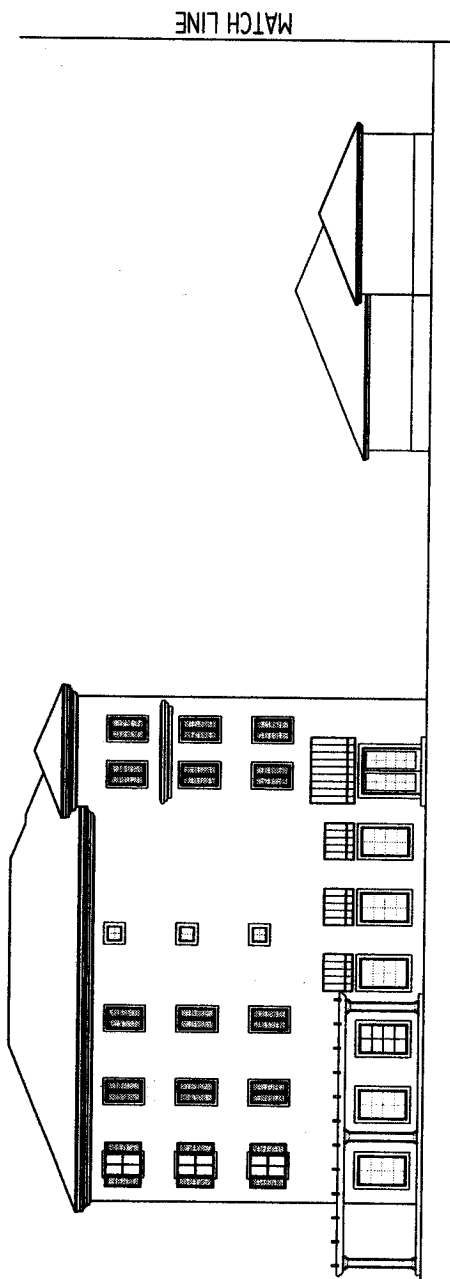
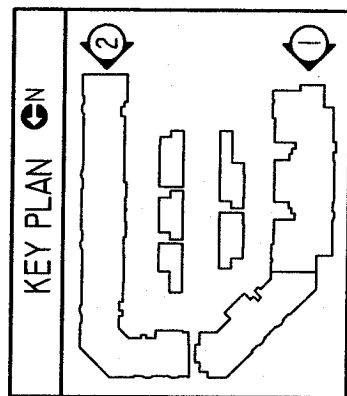
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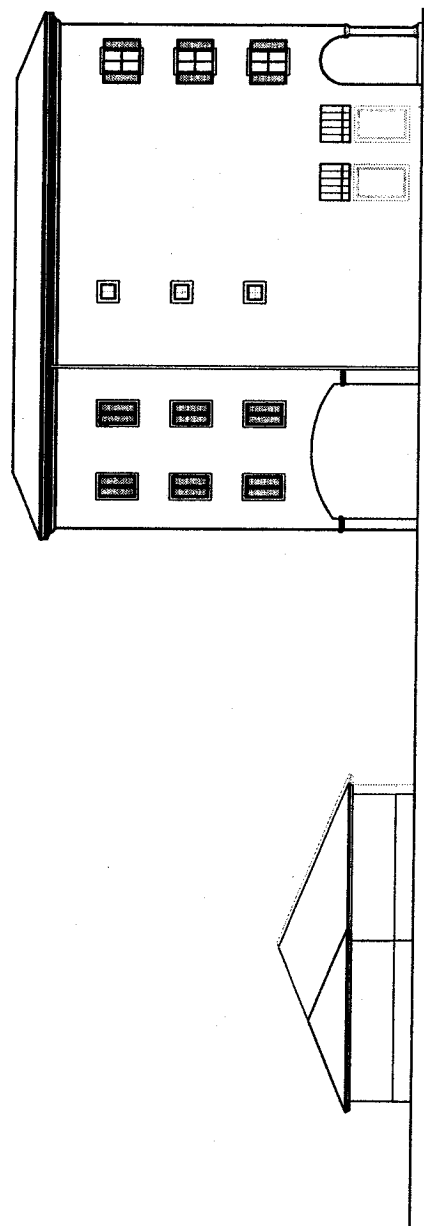


Instrument# 2006-243699 # 59  
Book : 5922  
Page : 1265



1 SOUTH WATERSIDE ELEVATION

1:375



2 SOUTH STREETSIDE ELEVATION

1:375

TUSCANY SQUARE I,  
A CONDOMINIUM

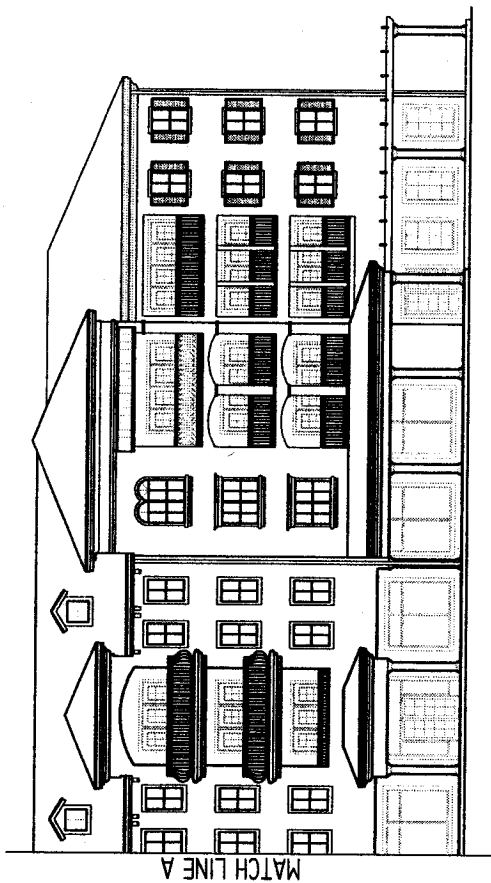
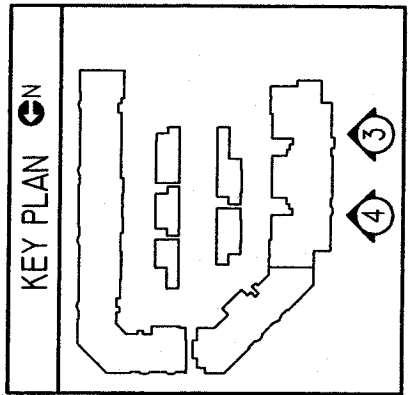
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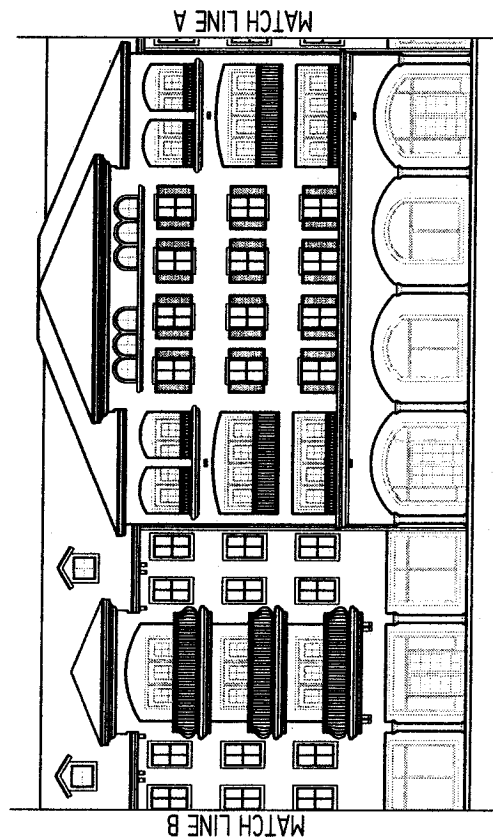
ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 60  
Book : 5922  
Page : 1266



3 WEST WATERFRONT ELEVATION

1:375



4 WEST WATERFRONT ELEVATION

1:375

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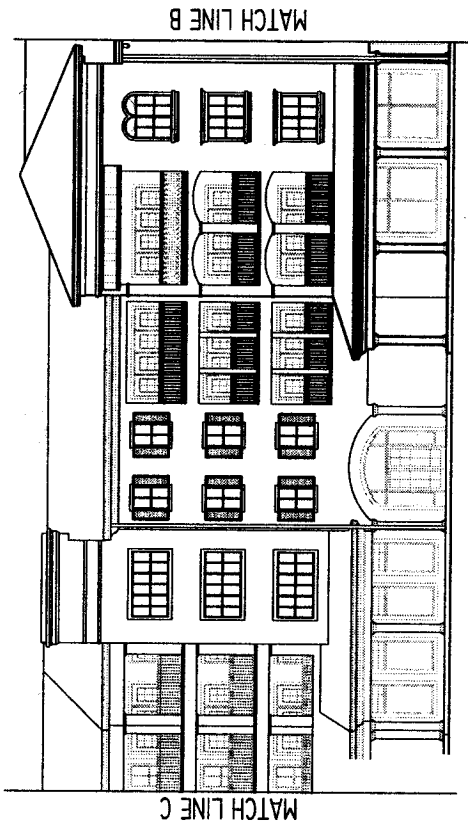
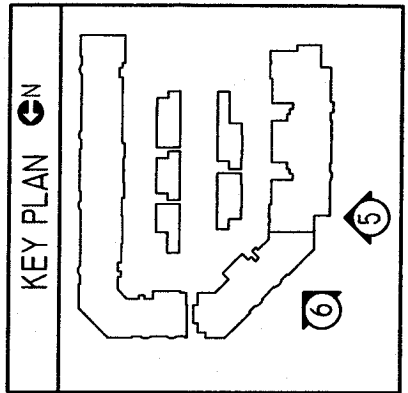
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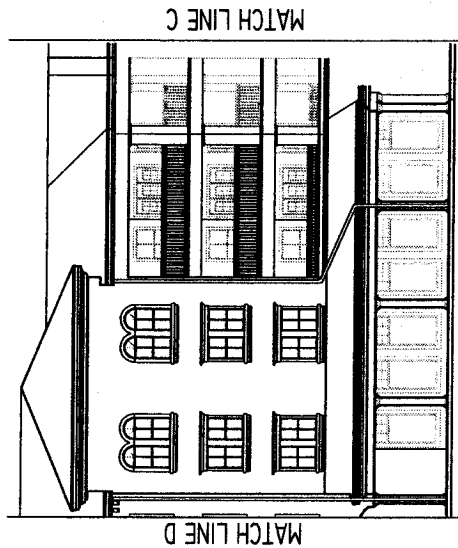
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Instrument# 2006-243699 # 61  
 Book : 5922  
 Page : 1267



WEST WATERFRONT ELEVATION

1:375



NORTHWEST WATERFRONT ELEVATION

1:375

# TUSCANY SQUARE I, A CONDOMINIUM

PROJECT NO.: 1295

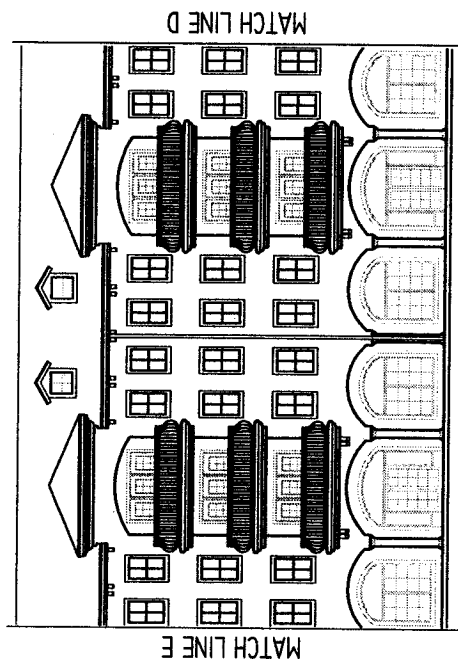
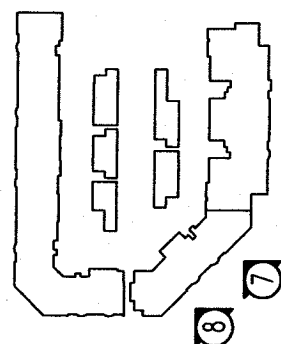
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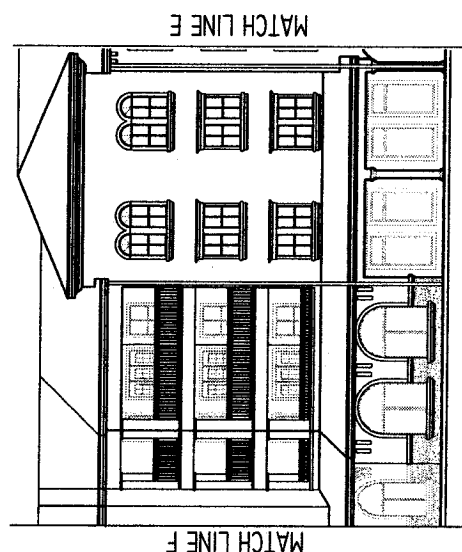
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Instrument# 2006-243699 # 62  
Book : 5922  
Page : 1268

KEY PLAN



7 NORTHWEST WATERFRONT ELEVATION  
1:375



8 NORTHWEST WATERFRONT ELEVATION  
1:375

TUSCANY SQUARE I,  
A CONDOMINIUM

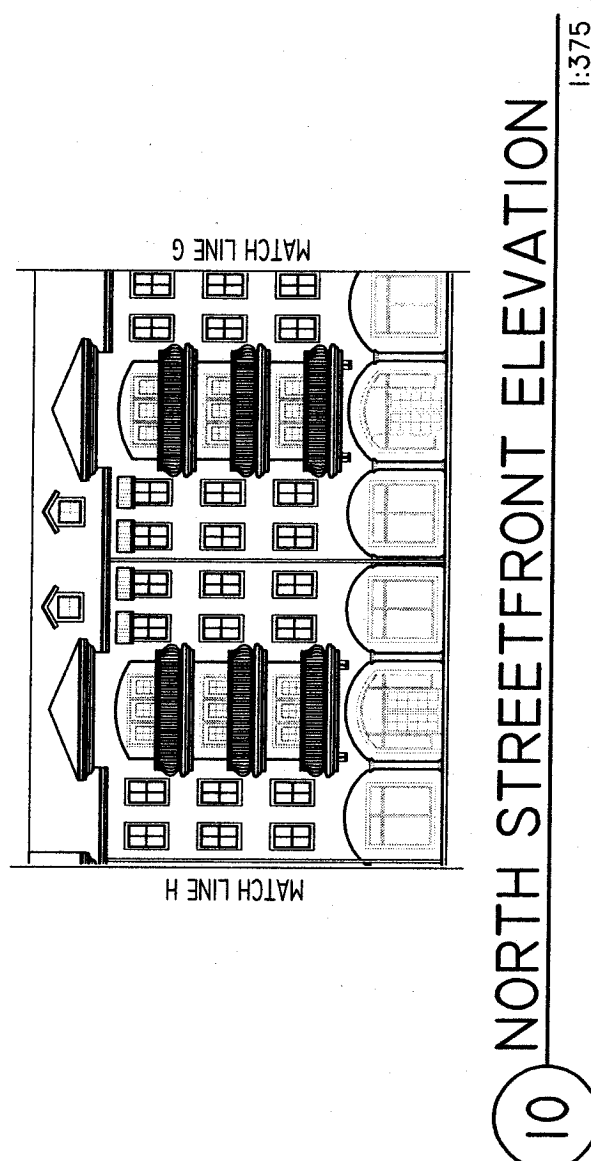
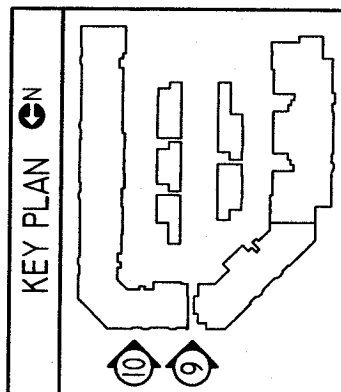
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DATE: 03/23/05

**FORUM**

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 63  
Book : 5922  
Page : 1269



TUSCANY SQUARE I,  
A CONDOMINIUM

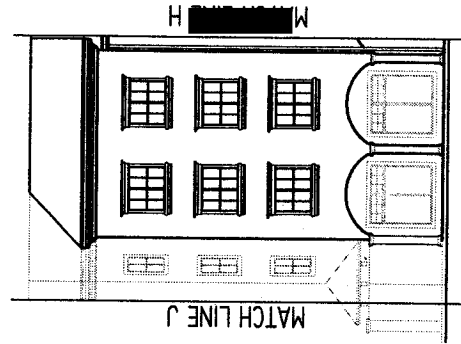
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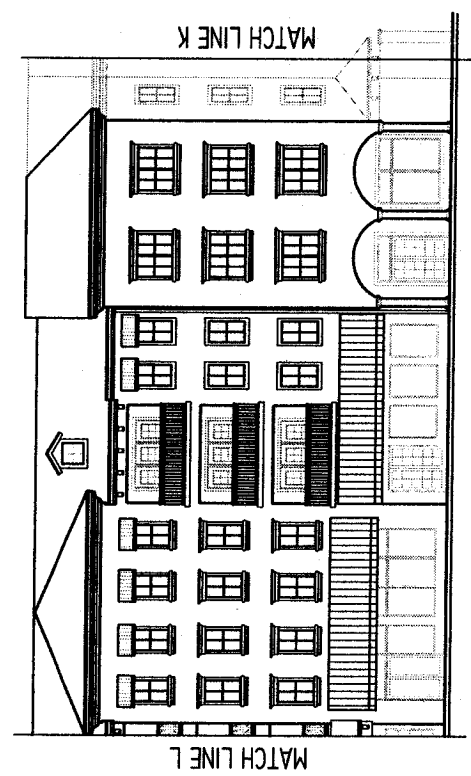
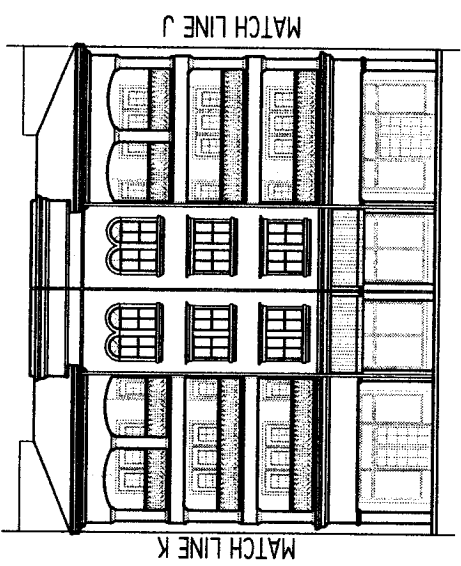
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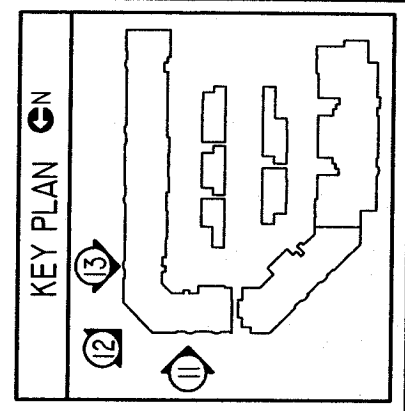
Instrument# 2006-243699 # 64  
Book: 5922  
Page: 1270



12 NORTH STREETFRONT 1:375



13 EAST STREETFRONT ELEVATION 1:375



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A CONDOMINIUM

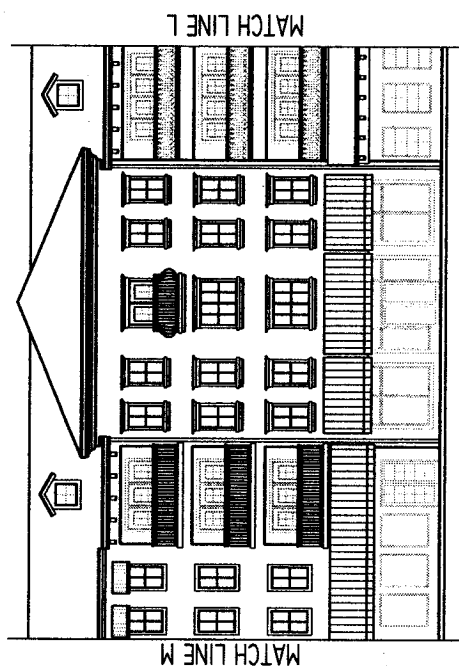
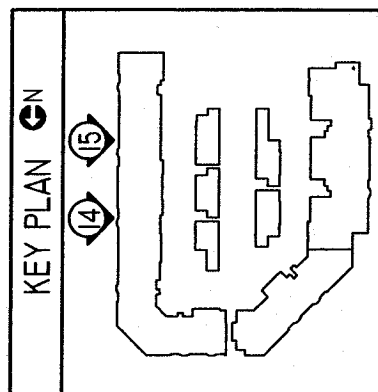
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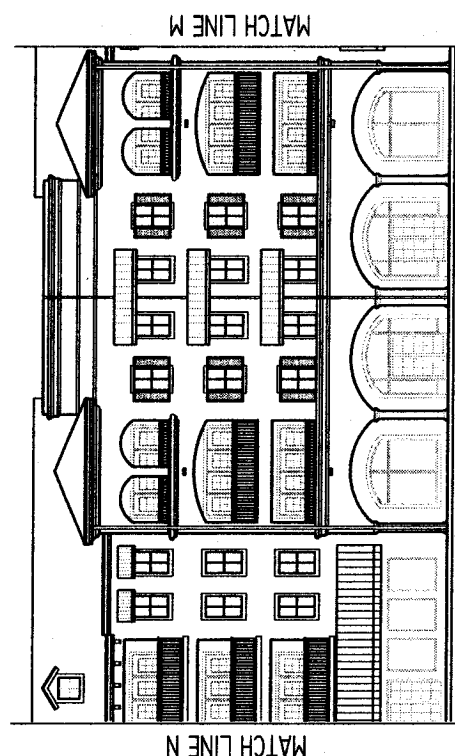
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Instrument# 2006-243699 # 65  
Book : 5922  
Page : 1271



14 EAST STREETFRONT ELEVATION

1:375



15 EAST STREETFRONT ELEVATION

1:375

# TUSCANY SQUARE I, A CONDOMINIUM

PROJECT NO.: 1295

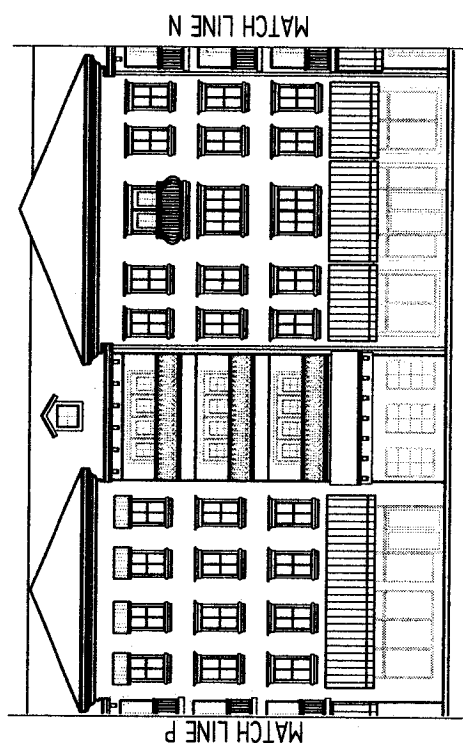
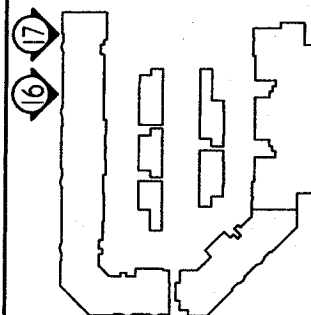
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## FORUM

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Instrument# 2006-243699 # 66  
Book : 5922  
Page : 1272

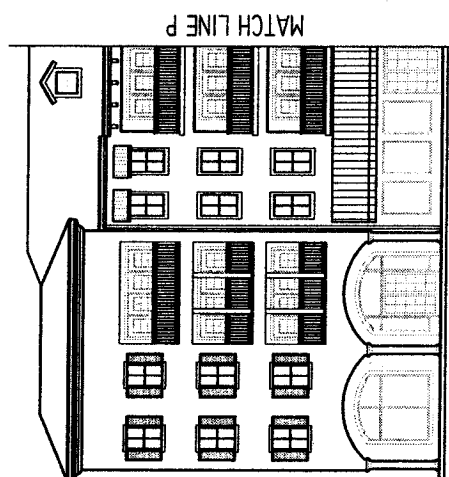
KEY PLAN 



EAST STREETFRONT ELEVATION

1:375

16



EAST STREETFRONT ELEVATION

1:375

17

TUSCANY SQUARE I,  
A CONDOMINIUM

PROJECT NO.: 1295

DATE: 03/23/05

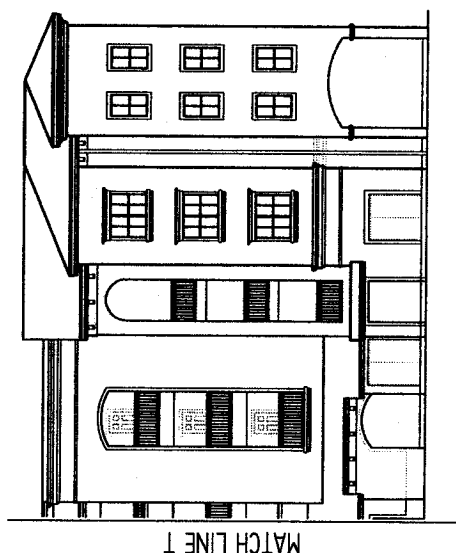
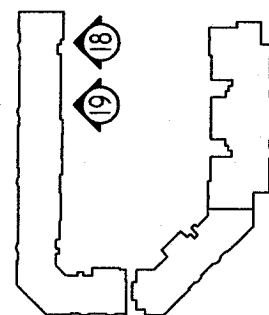
**FORUM**

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731



Instrument# 2006-243699 # 57  
 Book : 5922  
 Page: 1273

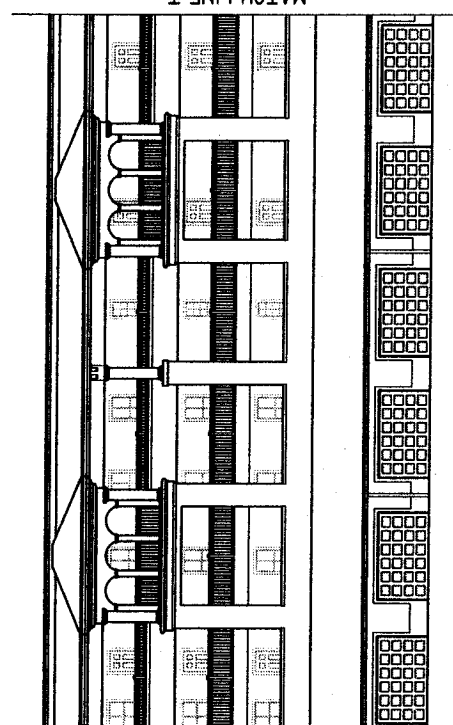
KEY PLAN



MATCH LINE T

18 WEST COURTYARD ELEVATION

1:375



MATCH LINE U

MATCH LINE T

19 WEST COURTYARD ELEVATION

1:375

TUSCANY SQUARE I,  
 A CONDOMINIUM

PROJECT NO.: 1295

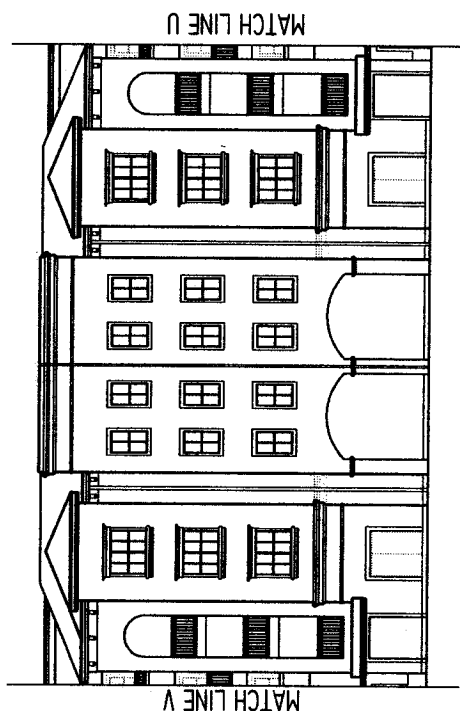
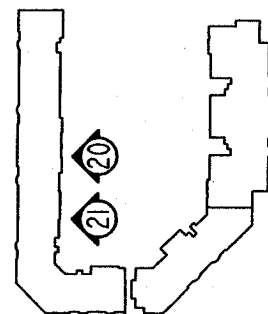
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ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

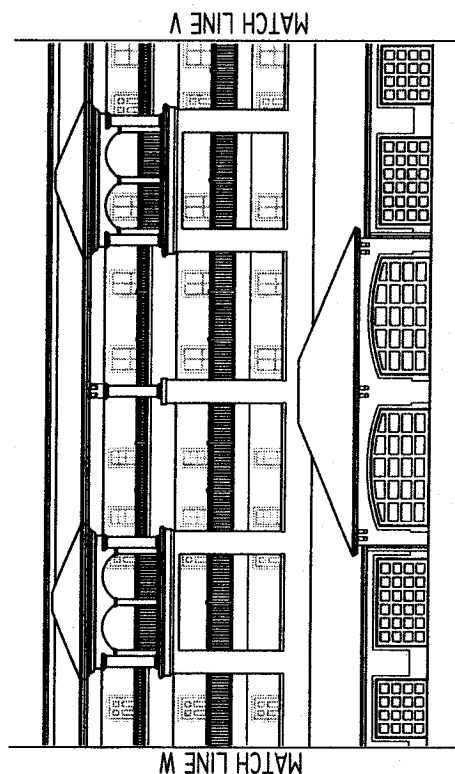
Instrument# 2006-243699 # 68  
Book : 5922  
Page : 1274

KEY PLAN 



20 WEST COURTYARD ELEVATION

1:375



21 WEST COURTYARD ELEVATION

1:375

TUSCANY SQUARE I,  
A CONDOMINIUM

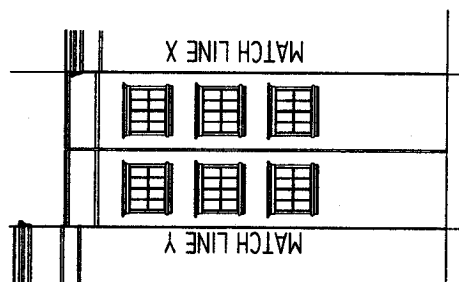
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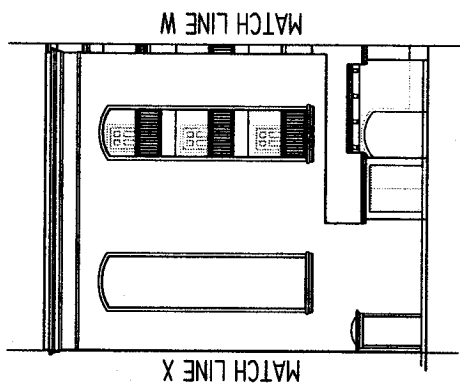
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Instrument# 2006-243699 # 69  
Book : 5922  
Page : 1275



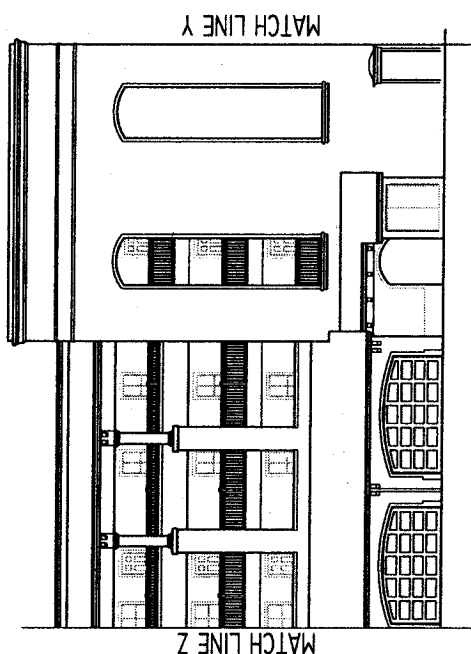
23 SOUTHWEST COURTYARD

1:375



22 WEST COURTYARD

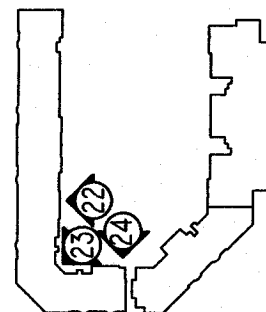
1:375



24 SOUTH COURTYARD ELEVATION

1:375

KEY PLAN



TUSCANY SQUARE I,  
A CONDOMINIUM

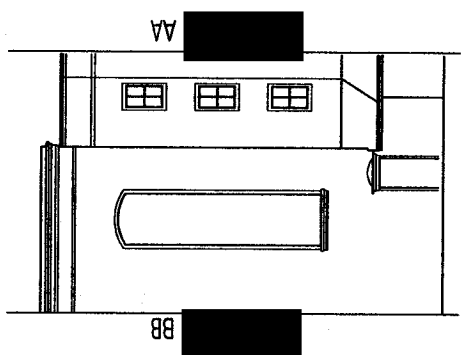
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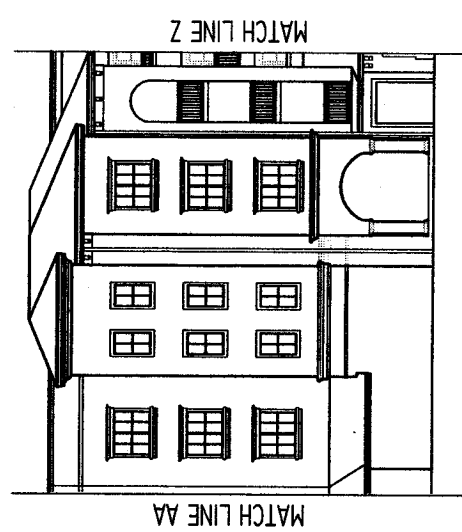
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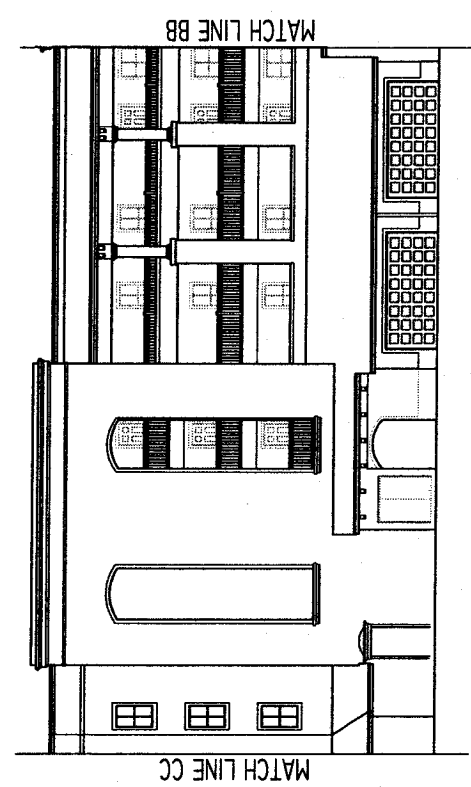
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Book : 5922  
Page : 1276



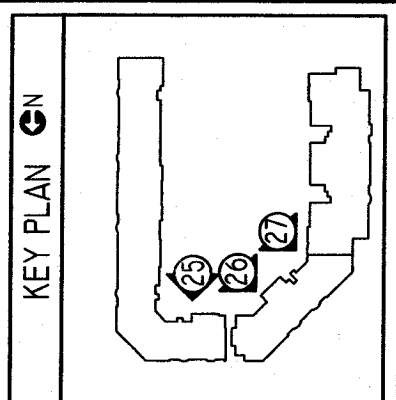
26 SOUTHEAST COURTYARD  
1:375



25 SOUTH COURTYARD  
1:375



27 SOUTHEAST COURTYARD ELEVATION  
1:375



TUSCANY SQUARE I,  
A CONDOMINIUM

PROJECT NO.: 1295

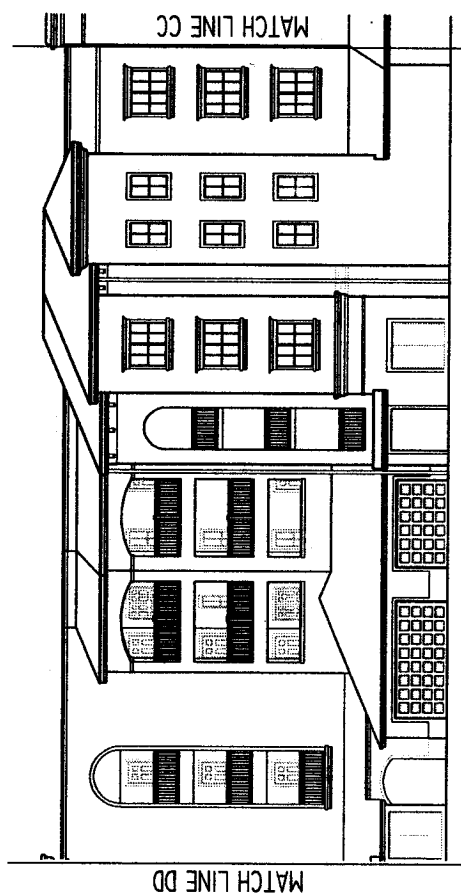
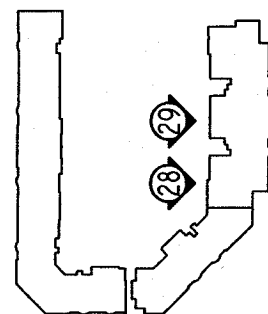
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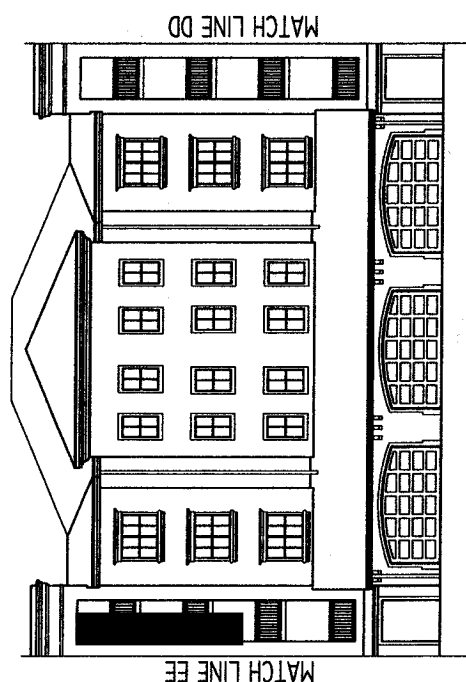
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Book : 5922  
Page : 1277

KEY PLAN 



28 EAST COURTYARD ELEVATION

1:375



29 EAST COURTYARD ELEVATION

1:375

TUSCANY SQUARE I,  
A CONDOMINIUM

PROJECT NO.: 1295

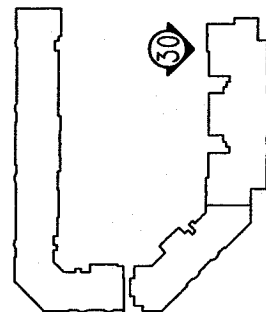
DATE: 03/23/05

**FORUM** 

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 72  
Book: 5922  
Page: 1278

KEY PLAN 



30 EAST COURTYARD ELEVATION

1:375

TUSCANY SQUARE I,  
A CONDOMINIUM

PROJECT NO.: 1295

DATE: 03/23/05

**FORUM** 

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

EXHIBIT NO. 2 TO DECLARATION OF CONDOMINIUM  
PARKING ASSIGNMENT SCHEDULE

Instrument# 2006-243699 # 73  
Book : 5922  
Page : 1279

Instrument# 2006-243699 # 74

Book : 5922

Page : 1280

# PARKING ASSIGNMENT

LISTED PER UNIT NO. 210-235

SECOND FLOOR				
UNIT NO.	UNIT TYPE	GARAGE	GARAGE SIZE (FT)	GARAGE SIZE (SF)
210	CI	2 CAR	20' x 22'	440 SF
211	B3	1 CAR	12' x 20'-8"	248 SF
212	BI	1 CAR	12' x 20'-8"	248 SF
213	CI	1 CAR	12' x 20'-8"	248 SF
214	CI	1 CAR	12' x 20'-8"	248 SF
215	BI	1 CAR	12' x 20'-8"	248 SF
216	B3	1 CAR	12' x 20'-8"	248 SF
217	CI	1 CAR	12' x 20'-8"	248 SF
218	D2	2 CAR	20' x 20'-8"	413 SF
219	BI	1 CAR	12' x 20'-8"	248 SF
220	B2	1 CAR	12' x 20'-8"	248 SF
221	D2	2 CAR	20' x 22'	440 SF
222	CI	1 CAR	12' x 20'-8"	248 SF
223	B2	1 CAR	12' x 20'-8"	248 SF
224	BI	1 CAR	12' x 20'-8"	248 SF
225	DI	2 CAR	20' x 22'	440 SF
226	DI	1.5 CAR	15'-8" x 20'-8"	324 SF
227	BI	1 CAR	12' x 20'-8"	248 SF
228	C2	1 CAR	12' x 20'-8"	248 SF
229	B2	1 CAR	12' x 20'-8"	248 SF
230	CI	1 CAR	12' x 20'-8"	248 SF
231	CI	1 CAR	12' x 20'-8"	248 SF
232	B2	1 CAR	12' x 20'-8"	248 SF
233	C2	1.5 CAR	16' x 20'-8"	331 SF
234	BI	1 CAR	12' x 20'-8"	248 SF
235	CI	1.5 CAR	16' x 20'-8"	331 SF

TUSCANY SQUARE I,  
A CONDOMINIUM

PROJECT NO.: 1295

DATE: 03/23/05

# FORUM

ARCHITECTURE &amp; INTERIOR DESIGN INC. AACOO02731



Instrument# 2006-243699 # 75  
 Book: 5922  
 Page: 1281

## PARKING ASSIGNMENT

LISTED PER UNIT NO. 310-335

THIRD FLOOR				
UNIT NO.	UNIT TYPE	GARAGE	GARAGE SIZE (FT)	GARAGE SIZE (SF)
310	CI	2 CAR	20' x 20'-8"	413 SF
311	B3	1 CAR	12' x 20'-8"	248 SF
312	BI	1 CAR	12' x 20'-8"	248 SF
313	CI	2 CAR	20' x 22'	440SF
314	CI	2 CAR	20' x 20'-8"	413 SF
315	BI	1 CAR	12' x 20'-8"	248 SF
316	B3	1 CAR	12' x 20'-8"	248 SF
317	CI	2 CAR	20' x 20'-8"	413 SF
318	D2	2 CAR	20' x 22'	440 SF
319	BI	1 CAR	12' x 20'-8"	248 SF
320	B2	1 CAR	12' x 20'-8"	248 SF
321	D2	2 CAR	20' x 20'-8"	413 SF
322	CI	1 CAR	12' x 20'-8"	248 SF
323	B2	1 CAR	12' x 20'-8"	248 SF
324	BI	1 CAR	12' x 20'-8"	248 SF
325	DI	1.5 CAR	15'-8" x 20'-8"	324 SF
326	DI	2 CAR	20' x 22'	440 SF
327	BI	1 CAR	12' x 20'-8"	248 SF
328	C2	1 CAR	12' x 20'-8"	248 SF
329	B2	1 CAR	12' x 20'-8"	248 SF
330	CI	1 CAR	12' x 20'-8"	248 SF
331	CI	1 CAR	12' x 20'-8"	248 SF
332	B2	1 CAR	12' x 20'-8"	248 SF
333	C2	1.5 CAR	16' x 20'-8"	331 SF
334	BI	1 CAR	12' x 20'-8"	248 SF
335	CI	1.5 CAR	16' x 20'-8"	331 SF

TUSCANY SQUARE I,  
A CONDOMINIUM

PROJECT NO.: 1295

DATE: 03/23/05

# FORUM

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

Instrument# 2006-243699 # 76  
 Book: 5922  
 Page: 1282

## PARKING ASSIGNMENT

LISTED PER UNIT NO. 410-435

FOURTH FLOOR				
UNIT NO.	UNIT TYPE	GARAGE SIZE (SF)	GARAGE SIZE (FT)	GARAGE SIZE (SF)
410	CI	2 CAR	20' x 20'-8"	413 SF
411	B3	2 CAR	16' x 20'-8"	331 SF
412	BI	1 CAR	12' x 20'-8"	248 SF
413	CI	2 CAR	20'-8" x 21'-10"	450 SF
414	CI	2 CAR	20'-8" x 21'-10"	450 SF
415	BI	1 CAR	12' x 20'-8"	248 SF
416	B3	1.5 CAR	16' x 20'-8"	331 SF
417	CI	2 CAR	20'-6" x 21'-10"	448 SF
418	D2	2 CAR	20' x 22'	440 SF
419	BI	1 CAR	12' x 20'-8"	248 SF
420	B2	1 CAR	12' x 20'-8"	248 SF
421	D2	2 CAR	20' x 22'	440 SF
422	CI	1 CAR	12' x 20'-8"	248 SF
423	B2	1 CAR	12' x 20'-8"	248 SF
424	BI	1 CAR	12' x 20'-8"	248 SF
425	DI	2 CAR	20' x 20'-8"	413 SF
426	DI	2 CAR	20' x 20'-8"	413 SF
427	BI	1 CAR	12' x 20'-8"	248 SF
428	C2	1 CAR	12' x 20'-8"	248 SF
429	B2	1 CAR	12' x 20'-8"	248 SF
430	CI	1 CAR	12' x 20'-8"	248 SF
431	CI	1 CAR	12' x 20'-8"	248 SF
432	B2	1 CAR	12' x 20'-8"	248 SF
433	C2	1.5 CAR	16' x 20'-8"	331 SF
434	BI	1 CAR	12' x 20'-8"	248 SF
435	CI	1.5 CAR	16' x 20'-8"	331 SF

TUSCANY SQUARE I,  
 A CONDOMINIUM

PROJECT NO.: 1295

DATE: 03/23/05

**FORUM**

ARCHITECTURE & INTERIOR DESIGN INC. AACOO02731

EXHIBIT NO. 3 TO DECLARATION OF CONDOMINIUM  
ARTICLES OF INCORPORATION OF THE ASSOCIATION

Instrument# 2006-243699 # 77  
Book : 5922  
Page : 1283

# State of Florida



## Department of State

Instrument# 2006-243699 # 78  
Book : 5922  
Page : 1284

I certify the attached is a true and correct copy of the Articles of Incorporation of TUSCANY SQUARE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on June 10, 2005, as shown by the records of this office.

The document number of this corporation is N [REDACTED]

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Tenth day of June, 2005



CR2EO22 (2-03)

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

Instrument# 2006-243699 # 79  
Book: 5922  
Page: 1285

ARTICLES OF INCORPORATION  
OF  
TUSCANY SQUARE I CONDOMINIUM ASSOCIATION, INC.

(A Corporation not for profit under  
the laws of the State of Florida)

The undersigned hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1.  
NAME

The name of the corporation shall be Tuscany Square I Condominium Association, Inc. For convenience the corporation shall be referred to in this instrument as the "Association."

ARTICLE 2.  
PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity for the operation and management of Tuscany Square I, a condominium (the "Condominium"), and to undertake the duties and acts incident to the administration, management and operation of said condominium.

2.2 The Association shall make no distributions of income to its members, directors or officers, being conducted as a non-profit organization for the benefit of its members.

ARTICLE 3.  
POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the "Condominium Act"), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

a. To make and establish reasonable rules and regulations governing the use of the Condominium Units and the Common Elements of the Condominium.

b. To make and collect assessments against members of the Association as Unit owners to defray the costs, expenses and losses of the Condominium.

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DIVISION OF CORPORATIONS  
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Instrument# 2006-243699 # 80  
Book : 5922  
Page : 1286

- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To maintain, repair, replace, operate and manage the property comprising the Condominium, including the right to reconstruct improvements after casualty and to make further improvements to the Condominium Property.
- e. To purchase insurance upon the Condominium Property and insurance for the protection of the Association.
- f. To approve or disapprove the transfer, leasing, mortgaging and ownership of Units if such approval is required by the Declaration of Condominium and By-Laws.
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations governing the use of the Condominium Property.
- h. To contract for the management of the Condominium and to delegate to such contractors all powers and duties to the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of directors or membership of the Association.
- i. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.
- j. To employ personnel to perform the services required for proper operation of the Condominium.
- k. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### ARTICLE 4. MEMBERS

The qualification of the members, the management of their admission to membership and termination of such membership, and voting by members shall be as follows:

- 4.1 The members of the Association shall consist of all the record title owners of Units

in the Condominium. No other persons or entities shall be entitled to membership except as provided in Paragraph 4.5 of this Article 4. After termination of the Condominium, the members of the Association shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 Change of membership in the Association shall be established by recording in the public records of Volusia County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium. The owner or owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a true copy of the recorded deed as a condition of permitting a member to vote and to use the Common Elements.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote appurtenant to each Unit, which vote shall be exercised or cast in the manner provided in the By-Laws of the Association.

4.5 Until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

#### ARTICLE 5.

##### PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and the mailing address of the Association shall be located at 685 Grande Venetian Bay Blvd., New Smyrna Beach, FL 32168, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### ARTICLE 6.

##### DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than nine (9) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination shall consist of three (3) directors. The qualifications for directors shall be as set forth in Article IV, Section 1 of the Bylaws.

6.2 Directors of the Association shall be selected and designated at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and

vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

6.3 The names and addresses of the members of the Board of Directors who shall hold office until their successors have qualified, are as follows:

Jerry S. Johnson, Sr.	685 Grande Venetian Bay Blvd. New Smyrna Beach, FL 32168
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Dipak D. Jobalia	685 Grande Venetian Bay Blvd. New Smyrna Beach, FL 32168
------------------	---

Arthur Campbell	685 Grande Venetian Bay Blvd. New Smyrna Beach, FL 32168
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6.4 The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, 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.

#### ARTICLE 7. OFFICERS

The affairs of the Association shall be administered by the officers who/shall be appointed by and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board or Directors are as follows:

##### NAME TITLE

##### ADDRESS

Jerry S. Johnson, Sr. - President

685 Grande Venetian Bay Blvd.  
New Smyrna Beach, FL 32168

Dipak D. Jobalia - Vice President, Secretary  
and Treasurer

685 Grande Venetian Bay Blvd.  
New Smyrna Beach, FL 32168

#### ARTICLE 8. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association, to the extent the Association is insured, against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon him in connection with any proceeding or any



settlement of any proceeding to which he may be a part, in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE 9.

##### BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

#### ARTICLE 10.

##### TERM

The effective date upon which this Association shall come unto existence shall be the date of subscription and acknowledgment of these Articles, and it shall exist perpetually thereafter unless dissolved according to law.

#### ARTICLE 11.

##### AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or any owner of a unit in the Condominium whether meeting as members or by instrument in writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than sixty (60) days from the receipt from him of the proposed amendment or amendments. It shall be the duty of the secretary to give each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed to or presented personally to each member not less than seven (7) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be assumed to be properly given

when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association as of the date of mailing. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of two-thirds (2/3) of the members of the Association in order for such amendment or amendments to become effective.

A copy of each amendment after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Volusia County, Florida, promptly after the same are so registered.

11.3 Unit Owners may vote in person or by proxy (using the limited proxy form required by Section 718.112(2)(b)2, Florida Statutes) at any meeting held to consider any amendment or amendments of these Articles of Incorporation. The proxy form, signed by the Unit Owner(s) must be delivered to the Secretary of the Association at or prior to such meeting.

11.4 In the alternative, an amendment may be made by an agreement executed by all the record owners of all suites with the formality required for a deed.

11.5 No amendment shall make any changes in the qualification for membership, nor any change in Section 3.3 of Article 3 hereof without approval in writing of all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall make any changes in the voting rights of members unless the members whose rights are affected and the holders of mortgages encumbering their units consent in writing to such change.

#### ARTICLE 12. INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

NAME

ADDRESS

Jerry S. Johnson, Sr.

685 Grande Venetian Bay Blvd.  
New Smyrna Beach, FL 32168

#### ARTICLE 13. REGISTERED AGENT

The initial registered office of this Corporation shall be 444 Seabreeze Blvd., Suite 900, Daytona Beach, FL 32118, and the initial registered agent of this corporation at such office shall be Jeffrey P. Brock, who upon acceptance shall comply with the provisions of Section 617.0501,

Instrument# 2006-243699 # 85  
Book: 5922  
Page: 1291

Florida Statutes, as amended from time to time, with respect to keeping an office open for service of process

IN WITNESS WHEREOF the Incorporator has affixed his signature this 8th day of June, 2005.

Signed, sealed and delivered in our presence:

[Signature]  
(First Witness)  
Printed name W E Houcks

[Signature]  
Jerry S. Johnson, Sr., Incorporator

[Signature]  
(Second Witness)  
Printed name Gay E. Rickmyre

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DIVISION OF CORPORATIONS  
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STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of June, 2005, by Jerry S. Johnson, Sr., who is personally known to me.



Gay E. Rickmyre  
MY COMMISSION # DD218599 EXPIRES  
July 8, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]  
Notary Public, State of Florida

ACCEPTANCE BY REGISTERED AGENT

I hereby accept the designation as registered agent of TUSCANY SQUARE I CONDOMINIUM ASSOCIATION, INC., for service of process within the State of Florida.

[Signature]  
Jeffrey P. Brock

Instrument# 2006-243699 # 86

Book : 5922

Page: 1292

EXHIBIT NO. 4 TO DECLARATION OF CONDOMINIUM

BY-LAWS OF THE ASSOCIATION

BY-LAWS OF

TUSCANY SQUARE I CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: IDENTITY

TUSCANY SQUARE I CONDOMINIUM ASSOCIATION, INC. ("Association") is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering Tuscany Square I, a condominium, located in Volusia County, Florida ("Condominium").

Section 1. Principal Office. The principal office of the Association shall be at 685 Grande Venetian Bay Blvd., New Smyrna Beach, FL 32168, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Definitions. As used herein, the word "Condominium Association" shall be the equivalent of "Association," as defined in the Declaration of Condominium to which these By-Laws are attached, and all other terms used herein shall have the same definitions as attributed to them in said Declaration of Condominium. As used herein, in the Declaration of Condominium, or in the Florida Condominium Act, the terms "Board of Directors" and "Board of Administration" shall be synonymous.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, general partnership, limited partnership, limited liability company or other entity (for purposes herein, the foregoing are collectively defined as an "Entity"), said Entity shall designate an individual as its "voting member" pursuant to the provisions of Section 5 of this Article.

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors is required by these By-Laws and the Declaration, shall be accompanied by application fee in an amount to be set by the Association to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred.

Section 2. Voting.

(A) The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If a Unit Owner owns more than one Unit, such individual shall be entitled to one vote for each Unit owned. Any two Units which have been combined into one combined living area shall be deemed to be two Units (as if they had not been so combined) and shall therefore be entitled to two votes to be cast by its Owner. The vote of a Unit shall not be divisible.

(B) A majority of the voting interests represented by members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors which must be by written ballot or voting machine), unless the Declaration, Articles of Incorporation, By-Laws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary of the Association not less than 3 days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Unit is owned by one person, such person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the secretary of the Association. If a Unit is owned by an Entity, the individual entitled to cast the vote of the Unit for such Entity shall be designated in a certificate for this purpose, signed by (a) in the case of a corporation, the president or vice president, attested to by the secretary or assistant secretary of the corporation, (b) in the case of a general partnership, the general partners, (c) in the case of a limited partnership, the general partner(s) thereof on behalf of the limited partnership (if the general partner is a corporation, the president or vice president of such corporation shall execute such certificate and the secretary of such corporation shall attest thereto), (d) in the case of a limited liability company, the manager thereof, or (e) in the case of a legal entity other than as described above, the individual authorized to execute the certificate in accordance with such legal entity's governing documents. Such certificate shall be filed with the secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one person or by an Entity, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, the following 3 provisions are applicable thereto:

(A) They may, but they shall not be required to, designate a voting member by certificate:

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(C) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

### ARTICLE III: MEETINGS OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary to mail or hand deliver a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit Owner of record at least 14 but not more than 30 days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least 14 continuous days preceding said meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the

Unit Owner last furnished to the Association and posted as hereinbefore set forth. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this section, to each Unit Owner at the address last furnished to the Association.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of the Florida Condominium Act. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 3 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing 10% of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit Owners called for by the Florida Condominium Act, the Declaration or these By-Laws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Florida Condominium Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these By-Laws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida statute which provides for Unit Owner action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

#### ARTICLE IV: DIRECTORS

Section 1. Number, Term and Qualifications; Transfer of Control. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than 3 nor more than 9 directors. There shall never be less than 3 directors. The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All directors shall be members of the Association; provided, however, that all directors that the Developer is entitled to elect or designate need not be members. The individual designated as the voting member for a Unit owned by an Entity shall be deemed to be a member of the Association so as to qualify to become a director of the Association.

In accordance with the Florida Condominium Act, unit owners other than the Developer, at such time as such owners own 15% or more of the units in the Condominium, are entitled to elect no less than one-third of the members of the board of directors. Unit owners other than the Developer are entitled to elect not less

than a majority of the members of the board of directors of the Association (a) 3 years after 50 percent of the units in the Condominium have been conveyed to purchasers; (b) 3 months after 90 percent of the units in the Condominium have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) 7 years after recordation of the Declaration.

Section 2. First Board of Directors. The first Board of Directors named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(j), Florida Statutes, or the rules promulgated thereunder, or in accordance with any other applicable provisions of the Florida Condominium Act.

Section 4. Vacancies on Directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise or should a vacancy be created by an enlargement of the Board or should a director be removed by the procedure of Section 3 of this Article and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than the Developer.

Section 5. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit Owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or telegraph at least 5 days prior to the day named for such meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board of Directors, by giving 5 days' notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of Directors of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Owners shall be given proper notice pursuant to applicable Florida law.



Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with applicable Florida law.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed pursuant to applicable Florida law.

Section 11. Notice to Developer. Until the earlier of (i) when Developer no longer holds a unit for sale in the ordinary course of business, or (ii) December 31, 2007, the Developer shall be entitled to attend the director's meetings and it may designate such person(s) as it desires to attend such meetings on its behalf. Such entitlement may be cancelled by Developer by delivering written notice to the Association.

Section 12. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, or these By-Laws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these By-Laws, and in the Florida Condominium Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these By-Laws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of the Declaration. The Board of Directors shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in Section 2, Article VIII these By-laws.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration.

(D) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities and the use and maintenance of the Units therein.

(E) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration.

(G) To further improve the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right

to acquire and enter into agreements pursuant to the Florida Condominium Act, subject to the provisions of the Declaration and these By-Laws.

(H) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the Assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

(I) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least 3 members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

Section 13. Proviso. The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these By-Laws or the Condominium documents and its exhibits.

#### ARTICLE V: OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President shall be a member of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President being a member of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those

kept by the Treasurer. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit which shall designate the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(D) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(E) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives. In the event the Board of Directors designates a management firm to operate the Condominium on behalf of the Association, said management firm shall be required to follow the aforesaid provisions.

ARTICLE VI: FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Indebtedness obligations of the Association shall be signed by at least 2 officers of the Association; provided, however, that the provisions of any management agreement, entered into by the Association and a management firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration.

Section 2. Fidelity Bonds. The Association shall obtain fidelity bonds for officers and directors of the Association and other individuals only to the extent required by applicable Florida law.

Section 3. Fiscal Or Calendar Year. The Association shall be on a fiscal year basis beginning on the first day of January of each year. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time

prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws requiring an annual meeting in each calendar year.

Section 4. Determination of Assessments.

(A) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements; provided, however, the Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses as provided in the Declaration and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board of Directors.

(B) All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association or its agents.

(C) An annual budget and level of Assessment for Common Expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, or hand deliver, or cause to be hand delivered, notice of the meeting of the Unit Owners or Board of Directors at which the budget will be considered not less than 14 days prior to said meeting. Evidence of compliance with this 14 day notice requirement shall be made by an affidavit executed by an officer of the Association, an authorized employee of the management firm, or other person providing notice of the meeting and filed among the official records of the Association. Such notice shall include a copy of the proposed annual budget and Assessment. If the Association shall fail for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by 15% and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within 60 days upon not less than 14 days' written notice to each Unit Owner. At this special meeting, Unit Owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board goes into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board may not impose an Assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of all Units.

(D) All Assessments shall be payable to the Association, subject, however, to the provisions of a Management Agreement for as long as it shall remain in effect providing for collection of such Assessments directly by the Management firm, and also subject to any specific applicable provisions in the Declaration.

Section 5. Application of Payments and Co-mingling of Funds. Reserve and operating funds collected by the Association or by a management firm may not be commingled in a single fund except for purposes of investment, in which event separate accountings must be maintained for each fund and the combined account cannot at any time, be less than the amount identified as reserve funds in the combined account. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as provided by a management agreement as long as the management agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a management firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such management agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment of any Assessment, the Board of Directors may accelerate the monthly installment for the next 3 months upon the filing of a claim of lien in the public records of Volusia County, Florida, and providing written notice thereof to the Unit Owner and, thereupon, the unpaid installments of the Assessment together with the monthly Assessments for the next three months shall become due upon the date stated in the notice, but not less than 14 days after the filing and hand delivery of or the mailing of such notice to the Unit Owner. The acceleration of installments may be repeated at the end of each 3 month period thereafter if at the end of such period there remains any sums due and unpaid.

#### ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS

In addition to any reporting requirements contained in the Florida Condominium Act or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the Association an unaudited statement for each fiscal year no later than 4 months next thereafter, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it.

#### ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the Unit Owner in any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Florida Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of 30 days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and 5 days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Florida Condominium Act, and the Association may then, at its option, have the following elections:

(A) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(B) An action in equity to enforce performance on the part of the Unit Owner; or

(C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within 30 days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Florida Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by the Florida Condominium Act against any Owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these By-Laws or the rules of the Association. No fine will become a lien against a Unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under the Florida Condominium Act. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than 14 days after reasonable notice, to the Owner, resident, guest or invitee. Reasonable notice shall include the following: A statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these By-Laws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other Unit Owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than 75% of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of the Florida Condominium Act or the regulations promulgated thereunder.

Section 3. Negligence or Carelessness of Unit Owner, Etc. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 4. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

#### ARTICLE IX: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than 75% of the total votes of the members present

at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for Assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

#### ARTICLE X: AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

- (A) Notice of the meeting shall contain a statement of the proposed amendment; and
- (B) The amendment is approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a duly-called and duly-noticed meeting of the Association membership called in whole or in part for such purpose.

Said amendment shall be recorded and certified as required by the Florida Condominium Act. Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Section 11 of the Declaration to which these By-Laws are attached.

- (C) No amendment to these By-Laws shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

#### ARTICLE XI: NOTICES

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in the Declaration to which these By-Laws and other exhibits are attached.

#### ARTICLE XII: INDEMNIFICATION

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

#### ARTICLE XIII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

#### ARTICLE XIV: LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other Owners or persons.

#### ARTICLE XV: PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Florida Condominium Act, the Declaration, or these By-Laws.

#### ARTICLE XVI: MORTGAGE REGISTER

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association or its agent maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

#### ARTICLE XVII: RULES AND REGULATIONS

In addition to the rules and regulations set forth in the Declaration, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted, shall govern the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents or occupants thereof. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

Section 1. The personal property of all Unit Owners shall be stored within their Units.

Section 2. No garbage cans, supplies, recycling containers, or other articles shall be placed on the Common Elements and Limited Common Elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, balconies or entryways, or exposed on any part of the Limited Common Elements or Common Elements. If applicable, fire exits shall not be obstructed in any manner, and the Limited Common Elements and Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium Property nor shall clothes be hung anywhere within the Condominium Property except within the boundaries of a Unit (as defined in the Declaration and as specifically described in the Condominium Plat).

Section 3. Where applicable, no Unit Owner shall allow anything whatsoever to fall from the windows, balconies, entryways or doors, nor shall such Unit Owner sweep or throw any dirt or other substance from such Owner's Unit or the Limited Common Elements appurtenant to such Owner's Unit onto the Common Elements or any portion of the Condominium Property.

Section 4. No Unit Owner shall store or leave boats or trailers on the Condominium Property. Refuse and bagged garbage shall be deposited only in the area provided therefore.

Section 5. Agents or employees of the Association shall not be sent off the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.



Section 6. The parking Garages and uncovered spaces shall be used in accordance with the provisions of the Declaration and any regulations duly promulgated by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than 24 hours, and no repair of vehicles shall be made on the Condominium Property. The types of vehicles permitted on the Condominium Property shall be as stated in the Declaration.

Section 7. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees (including, but not limited to, vocal and instrumental instruction or operation of televisions, stereos, radios or the like), nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. However, noises or activity that is usually and customarily associated with the operation and conduct of any of the permitted commercial uses within the Commercial Units will not be deemed "disturbing noises" or "activity that will interfere with the rights, comforts or convenience of other Unit Owners."

Section 8. Except as may be otherwise provided in the Declaration, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of a Unit or building without the written consent of the Board of Directors. Patios or porches may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such patios or porches or entryways, it being the Developer's intention to maintain the uniform appearance of the exterior of the Building.

Section 9. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entryway, patio or porch may be determined by the Board of Directors, and a Unit Owner shall not place or use any item thereon or upon any portion of the Common Elements except with the approval and as designated by the Board of Directors.

Section 10. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element appurtenant thereto or storage areas, except such as are required for normal household use.

Section 11. Each Unit Owner who plans to be absent from such Owner's Unit during the hurricane season shall remove all items not permanently affixed to the Limited Common Element balcony or patio appurtenant to such Owner's Unit prior to departure. The Association shall promulgate hurricane shutter specifications in accordance with Section 718.113, Florida Statutes.

Section 12. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, Common Elements or Limited Common Elements or other property of the Condominium or services made available to the Unit Owners. A copy of any additional rules and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

Section 13. In the event of any conflict between the rules and regulations adopted or from time to time amended and the Condominium documents or the Florida Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

#### ARTICLE XVIII: ARBITRATION

All issues or disputes which are recognized by the Florida Condominium Act or by administrative rules promulgated under the Florida Condominium Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

#### ARTICLE XIX: EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, assistant officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the By-Laws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of an act of God, natural disaster or other like catastrophic event.

[END OF BY-LAWS]