

BYLAWS

1	IDENTITY	1
2	MEMBERSHIP, VOTING, QUORUM, PROXIES	1
3	ANNUAL & SPECIAL METINGS OF MEMBERSHIP	2
4	BOARD of ADMINISTRATION & OFFICERS	3
5	OFFICERS	6
6	FISCAL MANAGEMENT	7
7	PARLIAMENTARY RULES	9
8	AMENDMENTS TO BYLAWS	9

BYLAWS

OF

BANANA BAY CONDOMINIUM ASSOCIATION

1. IDENTITY

These are the Bylaws of the BANANA BAY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the ____ day of ____ 1980. The BANANA BAY CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, has been organized for the purpose of administering the operation and management of BANANA BAY, A CONDOMINIUM, a condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

SEE SHEET 9 OF EXHIBIT ATTACHED HERETO FOR PARENT TRACT DESCRIPTION.

a. The provisions of these Bylaws are applicable to said Condominium, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium which will be recorded in the public records of Brevard County, Florida, at the time said property and improvements now or hereafter situate are submitted to the plan of Condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

b. All present and future owners, tenants, future tenants, or their employees, or any other person that might use said condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these Bylaws and in said Articles of Incorporation and the Declaration of Condominium.

c. The mere acquisition or rental of any of the family units hereinafter referred to as "units" of the project or the mere act of occupancy of any said units will signify that these Bylaws, Charter provisions, and regulations in the Declaration are accepted, ratified and will be complied with.

d. Anything in these Bylaws to the contrary notwithstanding the said Bylaws shall not become applicable or effective, insofar as the management of the condominium project is concerned, until actual management of the condominium project is delivered and turned over to this non-profit corporation (under the terms and conditions as set out in Section VII of the Declaration) the management of said condominium project being vested in the Developer until said turn-over.

e. The fiscal year of the Association shall be the calendar year.

f. The seal of the Association shall bear the name of the Association, the word "Florida", the words "a corporation not for profit", and the year "1980", an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Article of Incorporation of the Association, the

provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

b. A quorum of the membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c. The vote of the owners of an apartment unit owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in the written notice signed by all of the owners of the apartment unit filed with the Secretary of the Association, and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

0-1-5
N/9/27/5

d. Votes may be cast in person, by signed mail ballot, or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article IV of the Articles of Incorporation. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy 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 any time at the pleasure of the unit owner executing it. Proxies must be filed with the secretary before the appointed time of the meeting.

e. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner at an Association meeting.

f. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual membership meeting shall be held at the office of the Association at 7:00, Eastern Standard Time, on the first Tuesday in March of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members: provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

b. Special membership meetings shall be held whenever called by the President or by a majority of the Board of Administration, and must be called by officers upon receipt of a written request from members of the Association owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the votes present, either in person or by proxy.

c. Notice of all membership meetings, regular or special, shall be given by the President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place

and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of this condominium.

d. At membership meetings, the President shall preside, or in his absence the membership shall elect a chairman.

e. The order of business at annual membership meetings, and, as far as practical, at any other membership meetings, shall be:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes.
4. Reports of officers.
5. Reports of committees.
6. Appointment of Chairman of Inspectors of Election.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

f. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Administration.

g. Minutes of all meetings of unit owners and Board of Administration shall be kept in a business-like manner and shall be available for inspection by unit owners and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF ADMINISTRATION AND OFFICERS

a. The initial Board of Administration shall consist of three (3) directors. Commencing with the date of the turnover meeting whereby control of the Condominium Association is transferred from the Developer to the unit owners, the Board of Administration shall be increased to five (5). Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one (1) year or until his successor is duly elected. Any member of the Board of Administration may be recalled and removed from office with or without cause by a

vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The Developer is entitled to elect at least one (1) member of the Board of Administration of the association as long as the Developer holds for sale in the ordinary course of business any unit in a condominium operated by the Association.

b. Election of Directors shall be conducted in the following manner:

(1) Each member of the Board of Administration shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Administration may be filled until the date of the next annual meeting by the majority vote of the remaining Directors.

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

d. The officers of the Association shall be elected annually by the Board of Administration, any officer may be removed, either with or without consent, and his successor elected at any regular meeting of the Board of Administration, or any special meeting of the Board called for such purpose.

e. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year.

f. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of three (3) Directors. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice to unit owners shall be given in accordance with sub-paragraph e. above.

g. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance 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 Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Notice to unit owners shall be given in accordance with sub-paragraph e. above.

h. A quorum of a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the act of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, the

Directors who are present may adjourn the meeting from time to time until a quorum of the required percentage attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

i. The presiding officer of Directors' meeting shall be the President. In the absence of the President, the Vice President shall preside.

j. The Directors' fees, if any, shall be determined by the members.

k. All of the powers and duties of the Association shall be exercised by the Board of Administration, including those existing under the common law and statutes, the Articles of Incorporation, these Bylaws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(1) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association. Said assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all unpaid operating expenses previously incurred;

(2) the maintenance, repair, replacement, operation and management of the condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;

(3) The reconstruction of improvements after casualty, and further improvement of the property, real and personal;

(4) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulations or amendments thereto do not conflict with the restrictions or limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

(5) To approve or disapprove proposed purchasers of apartment units in the manner specified in the Declaration of Condominium;

(6) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in the operation and management of the condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

(7) To contract for the maintenance and management of the condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of the records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association; *

(8) To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium, and any regulations hereinafter promulgated governing use of the property in the condominium;

(9) To pay all assessments and taxes which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens;

(10) To carry insurance for the protection of the members and the Association against casualty and liability;

(a) The Association shall use its best efforts to obtain and maintain adequate insurance to protect the association and the common elements. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

(b) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter wall, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

(11) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate units: and

(12) To employ personnel to perform the services required for proper administration of the Association.

1. the undertakings and contracts authorized by the said first Board of Administration shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Administration duly elected by the membership.

5. OFFICERS

a. The principal officers of the Association shall be a President, a Secretary, and a Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration may deem necessary.

b. The President shall be the chief officer of the Association. He shall preside at all meetings of the Association and of the Board of Administration. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

c. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

d. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by Law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, its administration and salaries.

e. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

f. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Administration from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

6. FISCAL MANAGEMENT

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

a. The Association shall maintain accounting records for each condominium it manages in the County where the condominium is located, according to good accounting practices. The records shall be open for inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each unit designating the name and current address of the unit owner, the amount of each assessment, the date on which assessments come due, the amount paid upon the account and the balance due.

b. The Board of Administration shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common element, landscaping street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Administration shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of a budget or amended budget be considered as a condition precedent to the effectiveness of said budget originally adopted if it shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expenses classifications, as contained in the proposed budget or otherwise, if applicable. In addition to the annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve

item. This paragraph shall not apply to budgets in which the members of the Association have a two-thirds (2/3) vote at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than required by this paragraph.

c. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as are authorized by the Directors.

d. A financial review of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than May 1st of the year following the year for which the report is made.

e. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

f. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10) of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and adopt a budget by a vote of not less than a two-thirds (2/3) majority of all unit owners. If the proposed budget does not require assessments against the unit owners exceeding one hundred fifteen percent (115%) of such assessment for the preceding year, the Board of Administration may propose the budget to the unit owners at a meeting of the members in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterment to the condominium property shall be excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration the Board shall not impose an assessment for a year greater than one hundred fifteen (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

g. Within sixty (60) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the bylaws of the association, the board of administration of the association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications including,

if applicable, but not limited to the following:

1. Cost for security.
2. Professional and management fees and expenses.
3. Taxes.
4. Cost for recreation facilities.
5. Expenses for refuse collection and utility services.
6. Expenses for lawn care.
7. Cost for building maintenance and repair.
8. Insurance costs.
9. Administrative and salary expenses.
10. General reserves, maintenances reserves, and depreciation reserves.

7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

a. Amendments to these Bylaws may be proposed by the Board of Administration of the Association acting upon the vote of a majority of the Directors, or by members of the Association, whether meeting as members or by instrument in writing signed by them.

b. Upon any amendment or amendments to these Bylaws being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Administration and the membership for a date not sooner than twenty (20 days) or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

c. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of seventy-five (75%) percent of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than seventy-five (75%) of the apartment units in the condominium. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw ____ for present text". Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

d. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to the meeting.

AMENDMENTS TO BANANA BAY CONDOMINIUM ASSOCIATION DOCUMENTS *

AMENDMENT #	DOCUMENT	DATE	BOOK & PAGE #	SUBJECT
# 6	Declaration	07/28/83	2445 0778-0785	Sections V, VI, VIII, XIII
# 10	Declaration	01/21/85	2571 0326	Recreation Room & Manager's Apt.
# 11	Declaration	05/24/85	2602 2905	Manager's Apt.
# 13	Bylaws	09/15/86	2730 2041	Annual Meeting Date
# 14	Bylaws	11/14/86	2747 1618	Financial Review
# 15	Bylaws	04/10/87	2791 0036	Mail Notice
# 16	Bylaws	04/10/87	2791 0037	Mail Ballot
# 17	Declaration	02-20-91	3110 0411-0412	Hydrospa
# 18	Declaration	01-21-92	3174 0173	Art. IV Balconies
# 19	Declaration	01-21-92	3174 0174	Art. X Responsibility for Patios
# 20	Bylaws	03-08-93	3272 3155-3156	Section IV - Fining Right

* Other than normal Phase completion amendments (#1,2,3,4,5,6,7,8,9,12)

March 15, 1993

OF

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

A Condominium

COCOA BEACH, FLORIDA

(A Corporation Not For Profit)

We, Donald C. Porteous and June Harrington, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a regularly scheduled meeting of the Board of Directors held on the 30th day of July, 1986, the Board of Directors by an affirmative vote of a majority of the entire membership of the Board of Directors did approve and recommend to the members of the Association a revision of Section 3 of the Bylaws as set forth in the following amendment and that at a regularly scheduled Annual Meeting of the members of the Association held on the fifth day of August, 1986, by an affirmative vote of more than seventy-five percent of the entire membership of the Association, did approve the following amendment to the Bylaws of Banana Bay Condominium Association, Inc.

SECTION 3 (ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP), PARAGRAPH A SHALL BE AMENDED AS FOLLOWS:

- (a) The Annual Membership Meeting shall be held at the office of the Association at 7:00, Eastern Standard Time, on the first Tuesday in (~~August~~) March of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this the 8th day of September, 1986.

ATTEST:

CORPORATE SEAL

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

REG. FEE \$ 5.00 RECORD PAYMENT AS
POST. \$ _____ INDICATED FOR CLASS
INT. TAX \$ _____ IF APPLICABLE
SHE. CHG. \$ _____ TAX PAID SIGNED
REFUND \$ _____
Clerk Circuit Court, Brevard Co., Florida

June Harrington
Secretary

Donald C. Porteous
President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS and JUNE HARRINGTON, who are known by me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Executed and sealed by me at Cocoa Beach, Florida, on the 8th day of September, 1986.

My Commission Expires _____

Lucretia L. Sikes
Notary Public

(Seal)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JAN. 1, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

2730
OFFERER

234769

2041
PAGE

1986 SEP 15 AM 10:48

AMENDMENT TO BYLAWS
OF
BANANA BAY CONDOMINIUM ASSOCIATION, INC.
A Condominium
COCOA BEACH, FLORIDA
(A Corporation Not For Profit)

We, Donald C. Porteous and June Harrington, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a regularly scheduled meeting of the Board of Directors held the 2nd day of October, 1986, the Board of Directors by an affirmative vote of a majority of the entire membership of the Board of Directors did approve and recommend to the members of the Association a revision of Section 6 paragraph (d) of the Bylaws as set forth in the following amendment and that at a specially called meeting of the members of the Association held on the 29th day of October, 1986, by an affirmative vote of more than seventy-five percent of the entire membership of the Association, did approve the following amendment to the Bylaws of Banana Bay Condominium Association, Inc.

SECTION 6 (FISCAL MANAGEMENT), PARAGRAPH D SHALL BE AMENDED AS FOLLOWS:

(d) (~~An-audit~~) A financial review of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than May 1st of the year following the year for which the report is made.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this the 4th day of November, 1986.

ATTEST:

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

CORPORATE SEAL

June Harrington
Secretary

Donald C. Porteous
President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS and JUNE HARRINGTON, who are known by me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation. Executed and sealed by me at Cocoa Beach, Florida, on the 4 day of November, 1986.

My Commission expires _____

Barbara Lee Salber
Notary Public

(Seal)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 20, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

5 00
RECORDED
INDEXED
NOV 14 1986
CIVIL COURT BREVARD CO. FLORIDA

Return To → LEWIS R. PEARCE
2255 N. Courtenay Pkwy.
P.O. Box 37
Merritt Island, FL 32952

260836

86 NOV 14 AM 8:52

AMENDMENT TO BY-LAWS
OF
BANANA BAY CONDOMINIUM ASSOCIATION, INC.
A Condominium
COCOA BEACH, FLORIDA
(A Corporation Not For Profit)

R
→ LEWIS R. PEARCE
Attorney at Law
P.O. Box 37
Merritt Island, FL 32952

We, Donald C. Porteous and Greta Jones, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a meeting of the Board of Directors held the 4th day of March, 1987, the Board of Directors by an affirmative vote of a majority of the entire membership of the Board of Directors did approve and recommend to the members of the Association a revision of Section 3 paragraph(c) of the By-laws as set forth in the following amendment and that at a specially called meeting of the members of the Association held on the 1st day of April, 1987 by an affirmative vote of more than seventy-five percent of the entire membership of the Association did approve the following amendment to the By-laws of Banana Bay Condominium Association, Inc.

SECTION 3 (ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP), PARAGRAPH C SHALL BE AMENDED AS FOLLOWS:

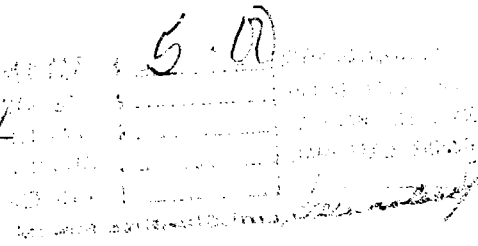
(c) Notice of all membership meetings, regular or special, shall be given by the President, Secretary or Treasurer of the Association or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. ~~(If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him, if mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice.)~~ Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of this condominium.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this the 6th day of April, 1987.

ATTEST: BANANA BAY CONDOMINIUM ASSOCIATION, INC.

CORPORATE SEAL

Greta G. Jones
Secretary



Donald C. Porteous
President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared Donald C. PORTEOUS AND GRETA JONES, who are known by me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation. Executed and sealed by me at Merritt Island, Florida, on the 6th day of April, 1987.

My Commission expires _____

Beverly Hall Skrene
Notary Public

(Seal) NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____
I JOINED FROM NOTARY PUBLIC UNDERWRITERS.

DEED FILED

2791

PAGE:

0036

327471

87 APR 10 AM 9:44

AMENDMENT TO BYLAWS
OF
BANANA BAY CONDOMINIUM ASSOCIATION, INC.
A Condominium
COCOA BEACH, FLORIDA
(A Corporation Not For Profit)

We, Donald C. Porteous and Greta Jones, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a meeting of the Board of Directors held the fourth day of March, 1987, the Board of Directors by an affirmative vote of a majority of the entire membership of the Board of Directors did approve and recommend to the members of the Association a revision of Section 2 paragraph (d) of the Bylaws as set forth in the following amendment and that at a specially called meeting of the members of the Association held on the 1st day of April, 1987, by an affirmative vote of more than seventy-five percent of the entire membership of the Association, did approve the following amendment to the Bylaws of Banana Bay Condominium Association, Inc. SECTION 2 (Membership, Voting, Quorum, Proxies), Paragraph (d) to be amended as follows:

Votes may be cast in person, by signed mail ballot, or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article IV of the Articles of Incorporation. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy 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 any time at the pleasure of the unit owner executing it. Proxies must be filed with the secretary before the appointed time of the meeting.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this the 6th day of April, 1987.
ATTEST: BANANA BAY CONDOMINIUM ASSOCIATION, INC.

CORPORATE SEAL

Greta G. Jones
Secretary

Donald C. Porteous
President

STATE OF FLORIDA
COUNTY OF FLORIDA

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS and GRETA JONES, who are known by me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation. Executed and sealed by me at Merritt Island, Florida, on the 6th day of April, 1987.

My Commission expires _____

Beverly Hall Shrew
Notary Public

(Seal) NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 22, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

NOT. FEE	\$ 5.00	REC'D PAYMENT AS
DOC. ST.	\$	INDICATED FOR CLASS
INT. TAX	\$	TO BE PAID BY A DOC.
SER. CHG.	\$	STATE TAXES SIGNED
RECORDING	\$	

Return to →

LEWIS R. PEARCE
Attorney at Law
P.O. Box 37
Merritt Island, FL 32952

327472

87 APR 10 AM 9:44

ROSE AND WELLER
ATTORNEYS AT LAW
P.O. BOX 321255
101 N. ATLANTIC AVENUE
COCOA BEACH, FLORIDA 32932-1255

WALTER T. ROSE, JR., P.A.
WILLIAM E. WELLER

TELEPHONE (407) 784-0147
FAX (407) 784-4364

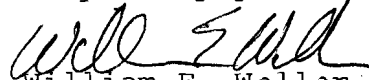
March 12, 1993

Banana Bay Condominium
Donald Porteous
200 S. Banana River Blvd., #2205
Cocoa Beach, FL. 32931

Dear Mr. Porteous:

Please find enclosed the original recorded Amendment to the Bylaws of Banana Bay, A Condominium, recorded in OR Bk. 3272, pgs. 3155 & 3156, Public Records of Brevard County, Florida.

Very truly yours,


William E. Weller

WEW/bvc

RECEIVED
3-13-93

ROSE AND WELLER
ATTORNEYS AT LAW
P.O. BOX 321255
101 N. ATLANTIC AVENUE
COCOA BEACH, FLORIDA 32932-1255

AMENDMENT TO THE BYLAWS
OF
BANANA BAY, A CONDOMINIUM ASSOCIATION

County Court
Brevard County, FL
250
900

We, Donald C. Porteous and Greta G. Jones, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a meeting of the Board of Administration held on the 28th day of March 1990, the Board of Directors did approve and recommend to the members of the Association a revision of Section 4 of the Bylaws as recorded in the Official Records Book 2264, Page 0282 of the Public Records of Brevard County, Florida. At a specially called meeting of the Association membership held on the 2nd day of May 1990 a total of 69 Owner votes were cast in favor of the amendment, 6 votes were cast against the amendment and 61 Owners failed to cast a vote. At that meeting a decision was made to hold the vote on the proposed amendment open pending the results of efforts to obtain sufficient additional votes to achieve the required 75% membership vote necessary to pass the proposed amendment. Subsequently at the Annual Membership Meeting held on the 2nd day of March, 1993 it was announced that an affirmative vote for the amendment had been cast by over 75% of the entire membership of the Banana Bay thereby approving the following amendment to the Bylaws of Banana Bay Condominium Association, Inc.:

341694

Section 4 paragraph (8) page 5

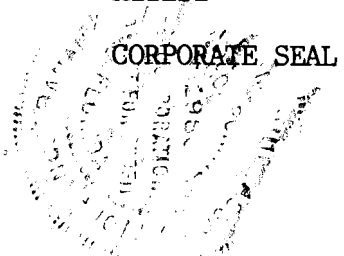
(8) To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium, and any regulation hereinafter promulgated governing the use of the property in the condominium and to impose a fine of not more than fifty & no/100 Dollars (\$50) for the failure of a resident and/or owner to comply with the provisions of the Association's Documents or Regulations pursuant to the provisions set forth in Section 718.303(3) of the State of Florida Condominium Act;

93 HAR - 8 PM 4:49

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this 5th day of March, 1993.

ATTEST

CORPORATE SEAL



Greta G. Jones
Secretary

Donald C. Porteous
President

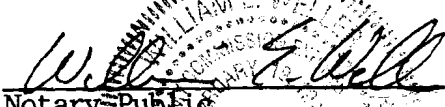
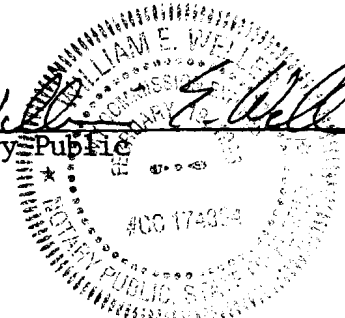


200 S. Banana River Boulevard, Unit 2205, Cocoa Beach, FL 32931

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS AND GRETA G. JONES, who are known by me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida Corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, executed and sealed by me at Cocoa Beach, Florida on the 5th day of March, 1993.

My Commission expires on 2/12/96


Notary Public


Return to
ROSE & WELLER
P.O. BOX 321255
COCOA BEACH, FL 32932

BK 3272PG3156