

THE BY-LAWS

OF

THE INDIES, A CONDOMINIUM

organized and existing pursuant to
Chapter 63-35, Laws of Florida, Acts
of 1963, the Condominium Act.

The operation of the condominium property of the condominium described and named in the Declaration to which these By-Laws are attached shall be governed by these By-Laws.

ARTICLE I. DEFINITIONS.

1. Condominium Act means Chapter 63-35, Laws of Florida, Acts of 1963.
2. Declaration means the Declaration for the Creation of a Condominium Pursuant to the Condominium Act, to which these By-Laws are attached.
3. Association means The Indies, a Condominium, an unincorporated entity existing pursuant to the Condominium Act.
4. Unit means those parcels designated 1 through 4 inclusive on the ground floor, and 5 through 10 inclusive on the second floor, on the exhibits attached to the Declaration.
5. Condominium Parcel means a Unit, together with the undivided share in the common elements which is appurtenant to the unit.
6. Common Elements means the portions of the condominium property not included in the units.
7. Unit Owners means the owner of a condominium parcel.
8. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owners by the Board of Directors or provided for in the Declaration.
9. Common Expenses means expenses for which the unit owners are liable to the Association.
10. Condominium Property means and includes the land described in the Declaration and all improvements thereon and all assessments and rights appurtenant thereto intended for use in connection with the condominium.
11. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit to the exclusion of all other units.

ARTICLE II. ASSOCIATION MEMBERS; MEETINGS.

Section 1. Member and Voting Rights. Each unit owner shall be a member of the Association. The membership of the Association shall consist of all the unit owners. Each unit owner shall be entitled to one vote for each unit owned by him, as defined and limited by paragraph IV C. of the attached Declaration.

Section 2. Transfer of Membership. Membership in the Association may be transferred only as an incident to the transfer of title to a unit as and in a manner provided for by the Declaration and these By-Laws, and, upon compliance with all of the terms thereof, shall become effective, if in accordance with the foregoing, upon the recordation of a deed of conveyance to the said unit.

Section 3. Annual Meeting. The annual meeting of the unit owners shall be held on the first Monday of the month of May of each year, beginning on the first Monday in the month of May, 1965, and each and every year thereafter, at 11:00 o'clock A. M. at such location on the condominium property as the President or a majority of the Board of Directors shall specify in writing to the unit owners, or at such other place in Dade County, Florida, as the President or a majority of the Board of Directors shall designate. Should the date of said annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day.

Section 4. Special Meetings. A special meeting of the unit owners may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of Directors and stated in a written notice. No special meeting shall be called unless the Secretary of the Association shall have mailed to or served upon all of the unit owners written notice of the said meeting at least five (5) days prior to the date of said meeting. A special meeting shall also be called by the President upon written demand of a majority of the unit owners, and in the event such demand is made, then and in that event, the President shall direct the Secretary to mail or serve upon all of the unit owners written notice of the said meeting at least five (5) days prior to the date of the meeting. All notices shall be mailed to or served at the address of the unit owner as it appears on the records of the Association.

Section 5. Voting. Voting shall be by secret ballot subject to and limited by paragraph IV C. of the Declaration. At any meeting of unit owners, each unit owner shall be entitled to one vote, in person or by proxy, for each unit owned by him. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notice of said proxy shall be made in the minutes of the meeting. No unit owner who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting of the unit owners.

Section 6. Quorum. A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the unit owners represented either in person or by proxy; but the unit owners present at any meeting, although less than a quorum, may adjourn the meeting to a future date. The vote of a majority of the unit owners shall decide any question unless the By-Laws or Declaration provide otherwise, in which event the votes required in the By-Laws or the Declaration shall control.

Section 7. Waiver. The foregoing requirement as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings, provided that such waiver or written agreement is executed by all of the unit owners.

ARTICLE III. OFFICERS: BOARD OF DIRECTORS.

Section 1. First Board. The First Board of Directors, consisting of the first five officers of the Association, shall serve until the first annual meeting of the members of the Association or until their successors shall have been elected and qualified. The first Board of Directors are:

President	FREDERICK P. WETMORE
Vice-President	JAMES A. RODENBERG
Vice-President/Asst.	
Secretary-Treasurer	GEORGE L. HOYT
Vice-President/Asst.	
Secretary-Treasurer	ELIZABETH H. WETMORE
Secretary-Treasurer	HILDA E. WETMORE

Section 2. Election and Term of Office. Commencing with, and at the first annual meeting of the unit owners to be held in May, 1965, and at each annual meeting thereafter, the unit owners shall elect by plurality vote the officers of the Association, who shall constitute the Board of Directors of the Association, and who shall hold office for a term of one year or until their successors shall have been qualified and elected. Each unit owner shall be entitled to one vote for each unit owned by him for each office to be filled.

Section 3. General Statement of Powers. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of the five officers of the Association.

Section 4. Title of Officers. Officers of this Association are: A President, three (3) Vice-Presidents, a Secretary Treasurer, and two (2) Assistant Secretary-Treasurers.

Section 5. Qualification of Officers. Until the election to be held in May, 1965, an officer need not be a unit owner; thereafter, at least two (2) of the officers shall be unit owners. No unit owner shall be eligible for elections as an officer if he is more than thirty (30) days delinquent in the payment of his assessment. Commencing with the officers elected at the meeting of unit owners to be held in May, 1965, a transfer of title of his unit by an officer who is a unit owner shall automatically operate as his resignation as an officer and as a member of the Board of Directors.

Section 6. Removal and Vacancies. After May 3, 1965, an officer or director may be removed from office upon the affirmative vote of three-fourths (3/4ths) of the unit owners for any reason deemed by the unit owners to be detrimental to the best interests of the condominium. In the event of any removal, resignation or vacancy in any of the offices, the remaining members of the Board of Directors shall elect a person to serve as successor to the removed, resigned or vacant office, who shall hold office for the balance of the unexpired term and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 7. Annual Meetings. The annual meeting of the Board of Directors shall be held at such place in Dade County, Florida, as may be agreed upon by the Board of Directors immediately following the adjournment of the annual meeting of the unit owners. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board

of Directors of said regular meetings once said schedule has been adopted.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, said notice to be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place. All notices of special meeting shall state the purpose of the meeting.

Section 9. Quorum. A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date and place shall be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association at least three (3) days prior to the time fixed for said meeting.

Section 10. Compensation. The officers of the Association shall serve without compensation.

ARTICLE IV. OFFICERS: POWERS AND DUTIES.

Section 1. The President. He 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 of the Association and shall perform and have the necessary powers to perform all of the duties incident to his office and that may be delegated to him from time to time by the Board of Directors.

Section 2. The Vice-President. He 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 3. The Secretary-Treasurer.

A. He shall issue notices of all Board of Directors meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association books, records and papers.

B. He shall have the custody of the Association 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 and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

C. He shall disburse the funds of the Association from a checking account, with all checks countersigned by the President, as may be ordered by the Board 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

meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

D. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

ARTICLE V. POWERS OF THE ASSOCIATION.

The Association, acting through the Board of Directors, shall have the following powers:

Section 1. Declaration. All of the powers specifically set forth in the Declaration and all of the powers incidental thereto.

Section 2. By-Laws. All of the powers specifically set forth in these By-Laws and all powers incidental thereto.

Section 3. Condominium Act. All of the powers specifically set forth in the Condominium Act and all powers incidental thereto.

Section 4. Miscellaneous Powers.

A. To use and expend the assessments collected to carry out the purposes and powers of the Association.

B. To employ attorneys, accountants and other professionals as the need arises.

C. To employ workmen, janitors, gardeners and such other agents and employees to carry out the powers of the Association, and to purchase supplies and equipment therefor.

ARTICLE VI. FINANCES AND ASSESSMENTS.

Section 1. Depository. The funds of the Association shall be deposited in a bank designated by the Board of Directors in Dade County, Florida, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by the Secretary-Treasurer and countersigned by the President of the Association. All notes of the Association shall be signed by any two of the officers of the Association.

Section 2. Fiscal Year. The fiscal year for the Association shall begin on the first day of July of each year; provided, however, that the Board of Directors is expressly 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 at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments.

A. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium property. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common elements and the limited common elements, common land expense, costs of carrying out the

powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association. 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 the limited common elements of the condominium. Funds for the payment of common expenses shall be assessed and be deemed a lien against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessment. Special assessments shall not be and operate as a lien prior in dignity to that of an institutional lender.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the Association shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the Secretary-Treasurer of the Association, and upon request, the Secretary-Treasurer shall give a receipt for each payment made to him.

Section 4. Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment against the unit owner owing the same in any manner provided for by the Condominium Act.

Section 5. Collection and Enforcement. In connection with assessment, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Declaration and the Condominium Act in and about collecting and enforcing assessments. Further in this connection, each unit owner shall be liable for his assessment in the same manner provided for by the Declaration and the Condominium Act, and shall likewise be responsible for reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of any lien held by the Association for unpaid assessments.

ARTICLE VII. MAINTENANCE AND REPAIRS.

Section 1. Access. Any officer of the Association, or any agent of the Board of Directors, shall have irrevocable right to have access to each unit from time to time during reasonable hours that may be necessary for the inspection, maintenance, repair or replacement of any common element or limited common element therein or accessible therefrom, or for making emergency repairs therein to prevent damage to the common elements or limited common elements, or to another unit or units.

Section 2. Maintenance and Repairs. The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium associations in contracting with the same firm, person or corporation for maintenance and repair. The Board of Directors may by contract empower and grant to such firm, person or corporation the right of access as set forth in Section 1 of this Article. The Board of Directors may, by contract

with such firm, person or corporation, delegate to said firm, person or corporation rights of collection of assessments and powers of enforcing the same.

Section 3. Unit Owners. Every unit owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

Section 4. Prohibition. No unit owner shall make any alteration in the portions of the improvements of a condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

Section 5. Material Alterations. There shall be no material alteration or substantial additions to the common elements or limited common elements except as the same are authorized by the Board of Directors and ratified by the affirmative vote of three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners.

ARTICLE VIII. VIOLATIONS.

Section 1. 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, these By-Laws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of thirty (30) days from the date of the notice, 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, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections: (i) An action at law to recover for its damages on behalf of the Association or on behalf of the other unit owners; (ii) an action in equity to enforce performance on the part of the unit owner; or (iii) 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 an action at law or in equity within thirty (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 by the Condominium Act.

ARTICLE IX. ACQUISITION OF UNITS.

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice described in Paragraph G of Article VIII of the Declaration, the Board of Directors may, with the authorization and approval of three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners, acquire and/or rent and/or lease a condominium parcel in the name of the Association or a designee.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit the Board of Directors may, with the authorization and approval of three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners, acquire a condominium parcel being foreclosed in the name of the Association or its designee. The term "foreclosure" as used in this Section shall mean and include any foreclosure of any lien, including a lien for assessments or common expenses. The power of the Board of Directors to acquire 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 acquire at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to so acquire should the requisite approval of the unit owners be obtained. The term "foreclosure" as used herein shall be taken to include a voluntary conveyance in lieu thereof.

Where the mortgagee of a first mortgage of record obtains title to a unit as a result of foreclosure of same, such acquirer of title, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association unpaid, chargeable to such unit, which accrued and became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be a common expense collectable from all of the units in the proportions hereinbefore provided, excluding such acquirer, his successors or assigns.

In a voluntary conveyance or in a forced sale, by virtue of a foreclosure of lien for common expenses or for failure to pay real property taxes, or for any other purpose, the grantee or purchaser of the unit shall be jointly and severally liable with the then prior owner for any unpaid assessments of the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

ARTICLE X. AMENDMENTS TO THE BY-LAWS.

Section 1. These By-Laws may be amended in the same manner as the Declaration may be amended, and in accordance with the provisions of the Condominium Act. No modification or amendment shall be valid unless set forth in or annexed to a duly recorded amendment to the Declaration. Until May 3, 1965, these By-Laws may not be amended, however, without also having a resolution requesting said amendment from the Board of Directors.

ARTICLE XI. RULES AND REGULATIONS.

Section 1. The Board of Directors may from time to time adopt and amend previously adopted administrative rules and regulations governing the details of the operation and use of the common elements of the condominium; provided, however, that no such rules and regulations shall conflict with the Declaration, these By-Laws, or the provisions of the Condominium Act, and in the event of any conflict between the rules and regulations and the foregoing, the latter shall prevail. The Board of Directors shall from time to time post in a conspicuous place on the

condominium property a copy of the rules and regulations adopted from time to time by the Board of Directors.

APPROVED AND DECLARED as By-Laws of
THE INDIES, a CONDOMINIUM, by the
undersigned.

WETMORE ENTERPRISES, INC.

By FREDERICK P. WETMORE, President

By HILDA E. WETMORE, Secretary