

Prepared by & Return to:
Paul L. Wean, Esquire
646 E. Colonial Drive
Orlando, FL 32803

**CERTIFICATE OF CONSOLIDATION AND RESTATEMENT FOR
THE CONSOLIDATED AND RESTATED BY-LAWS OF XANADU
CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the undersigned authorities hereby certify that the attached consolidated and restated Consolidated and Restated By-laws of Xanadu Condominium Association, Inc., incorporates all prior amendments made to the provisions of the original documents for the purpose of consolidating and restating same in a single document excluding the signature page and Exhibit "A" included in the original By-Laws.

WHEREAS, the attached restatement incorporates the original "By-Laws of Xanadu Condominium Association, Inc." Recorded in the Public Records of Brevard County, Florida, on March 21, 1983 at Official Records Book 2417, Page 1898. The By-Laws have been previously amended at Official Records Book 2980, Page 2421; Official Records Book 3174, Page 2610; and Official Records Book 3474, Page 2928, all of the Public Records of Brevard County, Florida.

Witness our hands and seals this 5 day of May, 2015.

ATTEST:

Gale Kuznicki
Gale Kuznicki, Secretary

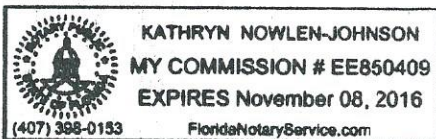
XANADU CONDOMINIUM
ASSOCIATION, INC.

By Bennett Boucher
Bennett Boucher, President

STATE OF FLORIDA :
COUNTY OF BREVARD :

Before me, the undersigned authority, personally appeared Bennett Boucher and Gale Kuznicki, to me personally known to be the President and Secretary, respectively, of Xanadu Condominium Association, Inc. or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 5 day of May, 2015.



Kathryn Nowlen-Johnson
(SIGN)
Kathryn Nowlen-Johnson
(PRINT)

Notary Public, State of Florida at Large

My Commission Expires: 11/8/16

Note: This restatement incorporates the original "By-Laws of Xanadu Condominium Association, Inc." Recorded in the Public Records of Brevard County, Florida, on March 21, 1983 at Official Records Book 2417, Page 1898. The By-Laws have been previously amended at Official Records Book 2980, Page 2421; Official Records Book 3174, Page 2610; and Official Records Book 3474, Page 2928, all of the Public Records of Brevard County, Florida.

CONSOLIDATED AND RESTATED BYLAWS
OF
XANADU CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of the XANADU CONDOMINIUM ASSOCIATION, 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 _____, 19____. The XANADU CONDOMINIUM ASSOCIATION, hereinafter called the Association, has been organized for the purpose of administering the operation and management of XANADU, 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 5 OF EXHIBIT "A"

[Exhibit A is not reproduced here but attached to the original By-Laws of Xanadu Condominium Association, Inc. recorded in the Public Records of Brevard County, Florida at Official Records Book 2417, Page 1898]

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 thereon 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 Article V of the Declaration) the management of said condominium project being vested in the Developer until said turnover.

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 "1983", 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 Articles 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 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 concurring, but not 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.

d. Votes may be cast in person 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 meetings 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 if 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 voting interests 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 PM, Eastern Standard Time, on the first Tuesday in February of each year, or whenever the Board of Administration may from time to time determine, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

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 hereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) 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 of object for which the meeting is called and must include an agenda. Such notice shall be given to each member not less than fourteen (14) 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 first class mail, which mailing shall be deemed notice. Written notice of all membership meeting, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days prior to the meeting. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted. 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. 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 provision, to each unit owner at the address last furnished to the association. 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 the membership meetings, the President shall preside, or in his absence, the Vice-President shall preside. IN the absence of both the President and Vice-President the Board shall elect a presiding officer.

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 Board of Administration shall consist of five (5) directors who shall be elected at the annual meeting of the membership. There shall be three directors elected at the annual meeting each odd-numbered year and two directors elected at the annual meeting each even-numbered year, all to serve for a term of two years or until successors are duly elected. In addition, at the annual meeting there shall be a director elected for a

term of one year when, during the previous year the Board has appointed a Director to fill a vacancy created during the first year of a departing Director's term. The newly constituted Board shall determine which of the newly elected Directors will serve the one-year term. 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.

b. Election of Directors

(1) Members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. The board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the association of intent to run. At this meeting, the board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the association not less than 40 days before a scheduled election. Not less than 30 days before the election, the association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the association. However, the association has no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board of administration. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot may obtain such assistance. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board.

(2) Vacancies in the Board of Administration between annual meetings of the Association 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 constituted Board of Administration shall be held within (10) days of the annual meeting, at such time and such place as shall

be fixed by the Directors at the meeting at which the elections were held, 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 cause, 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived. These meetings shall be open to all unit owners and notice of the meeting shall be posted conspicuously forty-eight (48) hours in advance, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

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 or 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 concurring, but not for the purpose of determining a quorum.

i. The presiding officer of Directors' meetings 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 of the Association, 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 and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

(5) Reserved for Future Use

(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 not necessarily be limited to, fixtures, installation or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof in accordance with the original plans and specifications. However, the word "building" does not include floor coverings ceiling coverings or wall coverings. With respect to the coverage provided for by the paragraph, the unit owners shall be considered additional insureds under the policy.

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

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

(13) To prepare and maintain as part of the official records of the Association, a completed "Frequently asked Questions and Answers Sheet" substantially conforming to DBR Form 33-032, as reference in rule 61B-17.0011, Florida Administrative Code. The association shall update the information provided in the answers to the Frequently Asked Questions and Answers Sheet and prepare a revised sheet every 12 months beginning from when the sheet was last revised. The answers to the questions may be summary in nature, in which case the answer shall refer to identified portions of the condominium documents.

I. 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, and 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 th 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 nor the Vice President is able to act, the Board of Administration shall appoint some other member fo the Board to so do on an interim basis. The 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 the 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 elements, 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 such 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 cost 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 classification, as contained in the proposed budget or otherwise, if applicable. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance or replacement cost and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. 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 by a majority vote of the total voting interests in person or by limited proxy at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or less adequate than required by this paragraph. If a meeting of the unit owners have been called to determine to provide no reserves or reserves less adequate than required and such result is not attained or a quorum is not attained the reserves as included in the budget shall go into effect.

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 review or an audit 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 1, of the year following the year for which the report is made.

e. Fidelity bonds shall 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 fourteen (14) 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, the Board, upon written application of ten percent (10%) of the voting interests to 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 voting interests. The Board of Administration may propose the budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted. If a meeting of the unit owners have been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed on 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 expenses by the Condominium Association which are not anticipated to be incurred or a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation.

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 receipt by accounts and receipt classifications, and shall show the amounts of expenses by accounts and expenses 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. Expense for lawn care.
7. Cost for building maintenance and repair.
8. Insurance costs.

9. Administrative and salary expenses.
10. General reserves, maintenance 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. AMENDMENT 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 vote of a majority of the Directors, or by members of the Association owning a majority of condominium units 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 meeting of the Association 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 the members owning not less than two thirds (2/3) 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 Bylaw. See 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 there at by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

e. After an amendment has been adopted and recorded in accordance with the above, a copy of the amendment will be furnished to each unit owner along with the statement that the amendment has been adopted and recorded an [sic] is effective.