

**BYLAWS**

**FOR**

**MARINER COURT CONDOMINIUM ASSOCIATION, INC.**

**EXHIBIT "C"  
TO  
DECLARATION OF CONDOMINIUM**

**BYLAWS**  
**OF**  
**MARINER COURT CONDOMINIUM ASSOCIATION, INC.**

**A not-for-profit corporation  
existing under the laws  
of the State of Florida**

**I. PRINCIPAL OFFICE**

The principal office of Mariner Court Condominium Association, Inc. (the "**Association**") shall be initially located at 777 East Atlantic Avenue, Suite 100, Delray Beach, FL 33483. The mailing address of the Association shall be P.O. Box 926 Lake Worth, FL 33460. The address of the principal office and mailing address may be changed at the discretion of the Board of Directors. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Condominium for Mariner Court, a Condominium (the "**Declaration**").

**II. MEMBERSHIP**

A. **Members.** Membership in the Association shall be determined in accordance with the Articles of Incorporation and shall automatically cease upon the termination of a vested interest in fee title in a Unit as provided in the Articles of Incorporation.

B. **Voting Rights.** The voting rights appurtenant to each Unit shall be as provided in the Articles of Incorporation of the Association, and any such vote may be cast in person or by proxy executed in writing and filed with the secretary of the Association. In the event of joint ownership of a Unit, the vote to which the Unit is entitled shall be apportioned between or among the Owners as their interests may appear, or may be exercised by one of such Owners upon the filing by the remaining Owners of such Unit of a Voting Certificate with the secretary of the Association.

C. **Annual Meeting.** The annual member's meeting shall be held at a date and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. Unless determined otherwise by the Board of Directors, the annual meeting shall commence at 11:00 a.m. on such day in the month of February designated

by the Board, and shall be held at (i) the principal office of the Association; or (ii) the Condominium; or (ii) such other place within Palm Beach County, Florida as designated by the president of the Association.

D. **Special Meetings.** Special meetings may be called by the president, the Board of Directors, or by written request of a majority of the Voting Interests, for any purpose and at any time within Palm Beach County, Florida. Special meetings may also be called in accordance with the provisions of **Article II.E.** hereof.

E. **Notice.** Notice of the annual meeting shall be mailed or delivered by the secretary, the manager hired by the Association, or such other person as the Board of Directors shall direct to deliver such notice, at least fourteen (14) days before such meeting, to each member at the address listed in the Association records. Such notice shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the annual meeting. Notice of special meetings shall be mailed or delivered by the secretary at least fourteen (14) days before such meeting to each member at the address listed in the Association records, stating the purpose of such meeting. Members may waive such notice and, instead, act by written agreement without conducting a meeting. However, except prior to the Turnover Date, waiver of reserves pursuant to the Condominium Act shall occur only at a duly called meeting of the members and not by written agreement. An officer of the Association, the manager hired by the Association, or such other person as the Board shall direct, shall execute an affidavit, to be included in the official records of the Association, confirming that notices of the Association meetings were mailed or hand delivered in accordance with this provision, to each member at the address shown in the Association records.

F. **Quorum.** One-third (1/3) of the Voting Interests represented in person or by proxy shall constitute a quorum at members' meetings, and if a quorum is not present, a majority of the Voting Interests present may adjourn the meeting from time to time. A simple majority of all Voting Interests present in person or by proxy at a meeting where a quorum is present shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, Declaration, Articles of Incorporation or these Bylaws.

G. **Action by Written Agreement.** Owners may take action by written agreement, without conducting meetings, on all matters for which action may be taken at meetings. However, waiver of reserves pursuant to the Condominium Act shall occur only at a duly called meeting of the members, and not by written agreement.

### III. **BOARD OF DIRECTORS**

A. **Powers.** The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration, Articles of Incorporation, the Condominium Act and these Bylaws. In addition, the Board shall have the power to convey a portion of the Common Elements of the Condominium to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

B. **Number and Election.** The Board shall consist of a minimum of three (3) directors and a maximum of five (5) directors. Prior to the Turnover Date, the number of directors shall be three (3). Except for those appointed or elected by the Developer, each director shall be (i) a member of the Association; or (ii) a person exercising the rights of an Owner who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. An Owner (other than Developer) elected to the Board of Directors shall hold office for a term of one (1) year until the first annual meeting subsequent to the election of such Owner and thereafter, subject to annual re-election.

C. **Regular Meeting.** A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board of Directors.

D. **Special Meetings.** Special meetings of the Board of Directors may be called by the president or a majority of the directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed by or delivered at least five (5) days before such meeting, to each director at his address as listed in the Association records unless such notice is waived. Notices of all director meetings, except emergency meetings, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting. All meetings shall be open to all members. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

E. **Quorum.** A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting. A director may join by written concurrence in any action taken at a meeting, but such concurrence may not be counted for the purposes of calculating a quorum. A majority vote of the directors shall decide any matter before the Board, except as may be otherwise required in the Condominium Act, the Articles of Incorporation, these Bylaws or the Declaration of Condominium.

F. **Removal.** Any director elected by Owners (other than the Developer) may be recalled and removed from office, with or without cause, by the vote or written agreement of Owners having a majority of all Voting Interests. The procedures for recall shall be in accordance with Section 718.112(2)(j) of the Condominium Act.

G. **Liability and Indemnification.** Directors shall not be liable to the members for any mistake of judgment, and shall be liable only for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each director against all contractual liability arising out of contracts made on behalf of the Association, unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Directors shall have no personal liability with respect to any contract made on behalf of the Association.

#### IV. **OFFICERS**

A. **Number.** The officers shall include a president, a secretary, and a treasurer, each of whom shall be elected by the Board of Directors. Assistant officers as deemed necessary may be elected by the Board of Directors. The president and secretary may not be the same person. Officers (other than those appointed by Developer or by Developer-elected directors) must be members of the Association or a person exercising the membership rights of an Owner who is not a natural person. All officers shall act without compensation unless otherwise provided by resolution of the membership.

B. **Election and Term.** Each officer shall be elected annually by the Board of Directors at the first director meeting following the annual member meeting, and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the Board.

C. **President.** The president shall be the principal executive officer of the Association and shall supervise all Association affairs. The president shall preside at all

member and director meetings, and sign all documents and instruments on behalf of the Association.

D. **Secretary**. The secretary shall (i) countersign all documents and instruments on behalf of the Association; (ii) record the minutes of meetings of members and directors; (iii) give notices required by these Bylaws; and (iv) have custody of, and maintain, the records of the Association, other than those maintained by the treasurer.

E. **Treasurer**. The treasurer shall (i) have custody of all funds of the Association, (ii) deposit such funds in such depositories as may be selected as hereinafter provided; (iii) disburse funds, and (iv) maintain financial records of the Association, which shall be available for inspection by any member during the business hours on any week day. At the discretion of the Board of Directors, the treasurer's functions may be delegated to a financial institution located in Palm Beach County, Florida.

F. **Fidelity Bonds**. All officers and directors shall be bonded by a surety company selected by the Board of Directors, in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets, which amount shall be equal to or greater than the minimum amount required pursuant to the Condominium Act. The cost of such bond shall be a Common Expense of the Condominium.

G. **Removal**. Any officer may be removed by a majority vote of the Board of Directors called for that particular purpose, and the vacancy shall be filled by a director's election at the same meeting.

## V. **MANAGER AND EMPLOYEES**

The Board of Directors may employ the services of a manager and other employees and agents to actively manage, operate, and care for the Condominium Property, and may specify such powers, duties, and compensation as the Board may deem appropriate and provide by resolution. Manager, employees and agents shall serve at the pleasure of the Board of Directors.

## VI. **CONTRACTS AND FINANCES**

A. **Contracts**. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name or on behalf of the Association, and such authority may be general or limited.

B. **Loans.** No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless in accordance with **Section 7.1** of the Declaration. The Board may authorize the pledge and assignment of the income from any regular or Special Assessment and, if a lien is filed, the lien position of the Association as security for the repayment of such loans. The Board may not assign its power to place a lien on a Unit for such Assessments.

C. **Checks.** All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officers, or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

D. **Deposits.** All funds of the Association not otherwise employed shall be deposited from time to time in savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

E. **Fiscal Year.** The first fiscal year of the Association shall begin on the day the Articles of Incorporation of the Association are filed with the Secretary of State for the State of Florida, and shall end on December 31 of the same year. Thereafter, a fiscal year shall be the consecutive twelve calendar-month period ending on December 31st.

## **VII. VACANCIES**

A vacancy in any office or the Board of Directors occurring between annual member meetings shall be filled by the Board, although a quorum may not exist by reason of such vacancy.

## **VIII. AMENDMENTS**

These Bylaws may be amended or repealed by new bylaws adopted at the annual meeting or any special meeting of the members by Owners having a majority of the Voting Interests. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration and duly recorded in the Public Records of Palm Beach County, Florida in the manner provided in the Declaration. The Developer shall have the rights set forth in the Declaration regarding amendments to the Bylaws and Articles of Incorporation.

## **IX. REGULATIONS**

The Board of Directors may adopt such uniform rules and regulations governing the operation of the Condominium, and restrictions and requirements respecting the use and maintenance of the Units and Common Elements (including Limited Common Elements) as may be deemed necessary and appropriate to assure the enjoyment of all Owners and to prevent unreasonable interference with the use of such areas. Such regulations shall be consistent with the Condominium Act, the Declaration, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each Owner and subsequent purchasers of Units, and shall be posted and made available in the offices of the Association.

## **X. SEAL**

The Board of Directors may provide a corporate seal, circular in form, designating the corporate name, the year and the state of incorporation, and the words "corporation not for profit".

## **XI. ANNUAL BUDGET**

**Adoption by The Board.** Pursuant to the Declaration, the Board of Directors shall annually, or for such other shorter period as the Board of Directors shall elect, adopt the budget for the Condominium and the Association. The Board shall mail written notice of the time and place of the Board meeting in which the budget will be considered, along with copies of the proposed budget of Common Expenses, which notice shall be given to Owners not less than fourteen (14) days prior to the meeting. The meeting shall be open to all Owners. If a budget adopted by this process requires Assessment against the Owners, in any fiscal or calendar year, exceeding one hundred fifteen percent (115%) of the preceding year's Assessments, the Board, upon written application, received within twenty-one (21) days after the adoption of the annual budget of ten percent (10%) of the Voting Interests, shall call a special meeting of the Owners within sixty (60) days, upon not less than fourteen (14) days' written notice to each Owner to consider a substitute budget. At the special meeting, Owners shall consider and enact a budget. The adoption of such budget shall require a vote of not less than a majority vote of all the Voting Interests. In determining whether Assessments exceed one hundred fifteen percent (115%), any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association not anticipated to be incurred on a regular or annual basis, or Assessments for improvements to the Condominium Property shall be excluded from the computation.

## **XII. COLLECTION OF ASSESSMENTS AND CHARGES**

Assessments for the payment of Common Expenses and for such other Charges permitted pursuant to the Declaration shall be made and collected in the manner provided in the Declaration.

## **XIII. TRANSFER FEES; FINES**

In connection with the sale, lease, sublease or other transfer of a Unit, the Association may charge the Owner a fee for the Association's approval of such transfer. The fee shall be initially be \$100.00, or the amount set by the Board of Directors from time to time in its rules and regulations, but in no event shall exceed the maximum amount permitted by law. However, if a lease or sublease is a renewal with the same lessee or sublessee, no such charge shall be permitted.

The Association may impose reasonable fines in such amounts as set forth from time to time in its rules and regulations against an Owner for the failure of the Owner or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Articles of Incorporation, the Bylaws or rules and regulations adopted by the Association. However, such fines shall not become liens against the Units, nor shall such fines exceed the maximum amount permitted by law for each infraction. No fine shall be levied against an Owner, his occupant, licensee or invitee until:

- a. The party against whom the fine may be levied is afforded an opportunity for hearing before a hearing committee (consisting of other Unit Owners) after reasonable notice of not less than fourteen (14) days, which notice shall include:
  - (1) A statement of the date, time and place of the hearing;
  - (2) A statement of the provisions of the Declaration, Bylaws, Articles of Incorporation, or rules which have allegedly been violated; and
  - (3) A short and plain statement of the matters asserted by the Association.
- b. The non-compliance shall be presented to a committee of other Owners, who shall hear reasons why fines should not be imposed. The party against whom the fine may be levied shall have an opportunity to

respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

- c. The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- d. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- e. Fines shall be paid not later than thirty (30) days after notice of the imposition thereof
- f. All monies received from fines shall be allocated as directed by the Board of Directors.
- g. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

#### **XIV. COMMITTEES**

A. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees comprised of at least one director which, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association and the Condominium. However, the designation of such committees and the delegation of authority thereto shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed by law.

B. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by

a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Association members, and the president of the Association shall appoint the members thereof.

C. The Board of Directors may appoint a committee to be known as the Dispute Committee, which shall initially hear and recommend the disposition of disputes by and between members, or between members and the Board and/or officers of the Association. In the event that a member of the Dispute Committee is a party to a dispute, such member shall be replaced temporarily by another member appointed by the Board.

Any party to a dispute may submit in writing to the Board of Directors a request for the convening of the Dispute Committee, and the Board shall at its earliest convenience convene the Dispute Committee and establish a time and place for hearing the dispute, serving a copy of the written request upon all interested parties by hand delivery or return receipt mail. All parties so served shall be required to attend such hearing, subject to the right of the Dispute Committee to adjourn in the event of illness or other satisfactory reason for inability to attend. The Dispute Committee within ten (10) days after a hearing shall file a written report with the Board of Directors containing its recommendations, serving a copy of the written report on all interested parties by hand delivery or by return receipt mail. The Board shall then consider the recommendation of the Dispute Committee and take such action as it deems appropriate to the extent its jurisdiction permits. The purpose of the Dispute Committee is to establish a vehicle for disposal of minor disputes and grievances in an expeditious manner. The Dispute Committee is not intended to be vested with such rights and powers as would preclude any aggrieved party from seeking judicial redress.

D. Each member of a committee shall serve until the next annual member meeting and until his successor is appointed, unless (i) the committee is terminated; (ii) such member is removed by the persons authorized to appoint such member, or (iii) such member shall cease to qualify as a member thereof.

E. One member of each committee shall be appointed chairman by the persons authorized to appoint the members thereof.

F. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided for original appointments.

G. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the entire committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

H. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

#### **XV. ARBITRATION**

In addition to the provisions of the Declaration requiring mediation of Disputes, pursuant to Section 718.1255 of the Condominium Act, disputes arising from the operation of the Condominium among members, the Association, and their agents and assigns shall be submitted for mandatory, non-binding arbitration in accordance with the regulations of the Division of Florida Lands Sales, Condominiums and Mobile Homes.

#### **XVI. CERTIFICATE OF COMPLIANCE**

Pursuant to 718.112(2)(l) of the Condominium Act, a Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units with applicable fire and life safety code.