EXHIBIT E TO THE DECLARATION OF CONDOMINIUM OF
LONG BEACH TOWER I, A CONDOMINIUM
(By-Laws of Long Beach Resort Community Association)

** OFFICIAL RECORDS **
BOOK: 1754 PAGE: 91

BY-LAWS

OF

LONG BEACH RESORT COMMUNITY ASSOCIATION, INC.

a corporation not-for-profit
under the laws of the State of Florida

1. Purpose. These are the By-Laws of Long Beach Resort Community Association, Inc., a corporation not-for-profit under the laws of the State of Florida (the "Association"). The Association has been organized for the purpose of (a) providing for the operation, management, maintenance, control and administration of such one or more condominiums of the planned development known as Long Beach Resort, a planned development, as from time to time be submitted to the jurisdiction of the Association, and with regard to such condominiums, the legal entity created pursuant to Chapter 718, Florida Statutes, 1994 (the "Condominium Act"), and (b) providing an entity to operate, manage, maintain, control and administer all or such parts thereof of the real property located in Bay County, Florida described as Community Property in the Community Property Agreement together with the recreational, greenspace, ingress and egress, parking and related amenities as may be from time to time constructed thereon. The Community Property Agreement may be amended from time to time and is Exhibit A to the Declaration of Condominium of Long Beach Tower II, a Condominium. Pursuant to the Community Property Agreement entered into by and between the Association and Long Beach Resort Developers, a joint venture partnership consisting of Long Beach Resort I Corporation, a Florida corporation, Long Beach Resort II Corporation, a Florida corporation and Long Beach Resort III Corporation, a Florida corporation (the "Developer"), and upon the termination of the Community Property Agreement the Association will receive fee simple title to the Community Property from the Developer subject to and pursuant to the covenants and agreements of the Community Property Agreement.

2. Offices. The initial office of the Association shall be at 10511 Front Beach Road, Panama City Beach, Florida 32407. The

Association Board of Directors may from time to time designate a different location for the Association office.

3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

4. Seal. The seal of the corporation shall bear the name of the Association, the word "Florida" and the words "corporation not-for-profit," and the year of incorporation, "1995," an impression of which is as follows:

5. Members Meetings. The annual Members meeting shall be held each year at the office of the corporation on a date during the months of September, October, November or December as from time to time determined by the Board of Directors. The Members may transact at the annual members meeting any business authorized to be transacted by the Members. After the termination of the Development Period, the business of the annual Members meeting shall include election of directors.

6. Special Meetings. Special meetings shall be held whenever allowed by the Condominium Act or called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members holding ten percent (10%) of the voting interests of the entire membership.

7. Notice. Notice of all members meetings stating the time and place and identifying each agenda item for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be posted at a conspicuous place designated by the Board of Directors on the condominium property at least fourteen (14) continuous days preceding the meeting and shall be in writing to each member at his

address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. 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. Notice of meeting may be waived before the meetings.

8. Quorum. A quorum of members meetings shall consist of persons holding one-third of the voting interests of the entire membership. The acts approved by a majority of the voting interests present at a meeting at which a quorum is present shall constitute the act of the members, except when approval by a greater voting interest is required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association or these By-Laws. In determining whether a quorum is present, proxies may be counted as voting interests present.

9. Members Vote. At any meeting of the members, the voting interest of each Unit shall be entitled to cast one (1) vote for each apartment he owns, which shall not be cumulative.

10. Multiple Ownership.

a. If a Unit is owned by one (1) person or entity, the right to vote on behalf of such Unit shall be established by the record title to the Unit. If an Unit is owned by more than one (1) person, the person or entity entitled to cast the vote for the Unit shall be designated by a voting certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent

meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting, provided that in no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

a. Unit Owners may not vote by general proxy, but may vote by limited proxy in the following instances:

(1) to waive financial statement requirements,

(2) to waive or reduce reserves,

(3) to amend the Declaration, Articles of Incorporation or the By-Laws, and

(4) for any other matter which requires a vote of the Unit Owners.

b. Unit Owners may not vote by limited or general proxy in the election of members of the Board of Directors.

c. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantial changes to items for which a limited proxy is required and given.

12. Lack of Quorum. If any meeting of members cannot be organized because a quorum is not present, the voting interests who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

13. Order of Business. The order of business at annual meetings and as far as practical at other members meetings shall be:

a. Election of chairman at meeting.

b. Call of the roll and certifying of proxies.

c. Proof of notice of meeting or waiver of notice.

d. Reading and disposal of any unapproved minutes.

e. Report of officers.

f. Report of committees.

g. Election of inspectors of an election.

h. Election of directors.

i. Unfinished business.

j. New business.

k. Adjournment.

14. Reservation of Control by Developer. Until required by the Condominium Act including Section 718.301 thereof, or until the Developer or any subsequent developer elects to terminate their control of the Association and the condominiums operated by it, whichever occurs first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. During the time the majority of the directors serving on the Board of Directors are appointees of the Developer, the Developer reserves the right to chair or designate a representative to chair meeting(s) of members.

15. Number of Directors. The affairs of the Association shall be managed by a Board of Directors of three (3) directors until such time as Unit Owners other than the Developer are entitled to elect a majority of the Board of Directors. At such time as Unit Owners other than the Developer are entitled to elect a majority of the Board of Directors, the Board of Directors shall consist of seven (7) members.

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

a. Election of directors shall be held at the annual members meeting.

b. The election shall be by secret ballot or voting machine and by a plurality of the voting interests. The owner of each Unit shall be entitled to cast a vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

c. Not less than sixty (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 of Directors 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 of Directors 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 Directors shall give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the election meeting 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 Directors. 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 for the reasons stated in s. 101.051 may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with s. 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, 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 of Directors.

d. Subject to the provisions of 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the voting interest giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The Board of Directors shall duly notice and hold a Board of Directors meeting within 5 full business days of the adjournment of the Unit Owner meeting to recall one or more Board of Directors members. At the meeting, the Board of Directors shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph 3.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by chapter 48 of the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within 5 full business days after receipt of the agreement in writing. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within 5 full business days any and all records and property of the Association in their possession, or proceed as described in subparagraph 3.

(3) If the Board of Directors determines not to certify the written agreement to recall a member or members of the

certificate or a change in the ownership of the Unit concerned. A certificate designating a person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

b. Notwithstanding the provisions of Subparagraph (a) of this Paragraph 10, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote.

(1) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(2) Where only one (1) spouse is present at a meeting, the spouse present may cast their Voting Interest without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, their Voting Interest shall not be considered.

(3) Where neither spouse is present, the person designated in a proxy or Voting Certificate signed by either spouse may cast the Voting Interest, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the Voting Interest shall not be considered.

11. Proxies. Votes may be cast in person or by proxy subject to the following provisions. A proxy may be made or revoked by any person entitled to vote and shall be valid only for the particular

19. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

20. Special Meeting. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-fourth (1/4) of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

21. Notice of Meetings of the Board of Directors. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding use of Units will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Notice of any meeting in which regular 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 assessment.

22. Open Meetings and Records. Meetings of the Board of Directors shall be open to all Unit Owners. Minutes of all meetings of the members or the Board of Directors shall be kept in a book available for inspection by apartment owners or their authorized representatives, and Board members at any reasonable time. Said minutes shall be retained for a period of not less than seven (7) years.

23. Waiver of Notice. 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.

24. Quorum. A quorum at director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors as required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws.

25. Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present and after notice has been provided. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

26. Director Action.

a. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing or otherwise concurring in the minutes of that meeting shall constitute the presence of such director at such meeting; however, it shall not constitute the presence of such director for the purpose of determining a quorum.

b. Presumption of Consent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board of Directors meetings. A vote or abstention for each member present shall be recorded in the minutes.

27. Presiding Officer. The presiding officer of directors meetings shall be the chairman of the Board of Directors if such an

officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

28. Order of Business. The order of business at a directors meeting shall be:

a. Calling of roll.

b. Proof of due notice of meeting.

c. Reading and disposal of any unapproved minutes.

d. Report of officers and committees.

e. Election of officers.

f. Unfinished business.

g. New business.

h. Adjournment.

29. Directors Compensation. Directors fees or other compensation, if any, shall be determined by a majority of the voting interests.

30. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to the approval by the voting interests when such approval is specifically required.

31. Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board of Directors shall find to be necessary or convenient to manage the affairs of the Association.

32. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association. After transfer of control of the Association to Unit Owners other than the Developer has occurred, the President shall appoint standing budget committees for each development included in Long Beach Resort, the majority of the membership of which shall be comprised of owners of Units in the development for the particular budget committee. The President, on behalf of the Board of Directors, shall provide each budget committee a copy of the annual budget (or any amendment thereto or any special assessment proposal made in addition to the annual budget) proposed or to be proposed for adoption and shall solicit the budget committee's comments and recommendations regarding the budget; such comments and recommendations shall be submitted for consideration along with the budget itself to the Board of Directors or membership, as the case may be, when the budget is voted on for approval.

33. Vice President. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

34. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members in a businesslike manner and available for inspection by apartment owners and directors at all reasonable times. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to

the office of Secretary of an Association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

35. Treasurer. 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; he shall submit treasurer's reports to the Board of Directors at reasonable intervals; he shall make the treasurer's records available for inspection by directors or members at reasonable times; and he shall perform all other duties incident to the office of treasurer.

36. Officer Compensation. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. The provision that directors fees shall be determined by voting interests shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium operated by the Association, the Association or any portions of the property thereof.

37. Fiscal Management. Provisions for fiscal management of the Association as set forth in the Declaration of Condominium of each of the condominiums operated by the Association, the Articles of Incorporation, the Community Property Agreement and the Condominium Act shall be supplemented by the following provisions:

a. Classification of Receipts and Expenditures. The receipts and expenditures of the Association shall be divided into two (2) general classifications. One general classification shall be for receipts and expenditures arising out of the use, ownership or maintenance of the Community Property or other similar receipts or expenditures received or incurred for the benefit of all owners served by the Community Property or for the benefit of all members of the Association. The second general classification shall be for receipts and expenditures specific to one of the condominiums or other developments served by the Association, such as the maintenance, repair or replacement of the common elements of a

condominium. The second general classification shall be further divided into separate classifications, one such classification for each of the condominiums or other developments served by the Association. Any decision by the Board of Directors determining the classification of a particular receipt or expenditure shall be final.

b. Budgets. The Board of Directors shall adopt a budget for each fiscal year for each condominium or other development served by the Association and for the Association. The budget for the Association shall include the estimated receipts and expenditures arising out of the use, ownership, operation and maintenance of the Community Property as set forth in the Community Property Agreement. All budgets adopted by the Board of Directors shall include the estimated funds required to defray the common expenses and to provide and maintain funds according to good accounting practices by accounts and expense classifications including, if applicable, but not limited to the following:

(1) Administration of the Association

(2) Management fee

(3) Maintenance

(4) Community Property expense for recreational and other commonly used facilities

(5) Taxes upon Association Property

(6) Taxes upon leased area

(7) Insurance

(8) Security provisions

(9) Other expenses

(10) Operating Capital

(11) Reserves (In addition to annual operating expenses, each budget shall include reserve accounts for capital expenditures and deferred maintenance. The 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 subsection shall not apply to budgets in which the members of the Association have, by a vote of the majority of the total voting interests voting in person or by limited proxy 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 subsection.)

(12) Fees payable to Division, if any

(13) Betterments (Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements of the condominium or the property of the Association.)

(14) Operations (Operations shall include the gross revenues, if any, from the use of the common elements or other property owned by the Association and only the additional direct expense required by the revenue producing operation. Any surplus from such operations shall be used to reduce the assessments in the year following the year in which the surplus is realized. Any losses from such operation shall be met by assessments in the year following the year in which the loss is realized, unless funds cannot be adequately and timely raised in such fashion, in which event the required funds shall be provided by special assessment.)

c. Adoption of Budgets. A copy of each proposed annual budget of common expenses shall be mailed to the Unit Owners affected by the budget not less than fourteen (14) days prior to

the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owner shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the voting interests affected by the budget to the Board of Directors, shall call a special meeting of such Unit Owners within thirty (30) days, upon not less than ten (10) days written notice to each such Unit Owner affected by the budget. At the special meeting, Unit Owners affected by the budget shall consider and enact a budget upon vote of two-thirds (2/3) of the voting interests affected by the budget in question.

In any event, the Board of Directors may propose a budget to the Unit Owners at a meeting of the members or in writing, and if the budget or proposed budget is approved by the voting interests affected by the budget at the meeting or by a majority of all voting interests affected by the budget in question in writing, without a meeting, the budget so approved shall be adopted. If a meeting of the Unit Owners affected by a budget has been called and a quorum of those Unit Owners affected by the budget in question is not attained or a substitute budget is not adopted, the budget adopted by the Board of Directors shall go into effect as scheduled.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for reasonable reserves for repair or replacement of the condominium or development property, as the case may be, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium or development property, as the case may be, shall be excluded from the computation. However, as long as the Developer is in control of

the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than one hundred fifteen (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all voting interests affected by the particular budget.

d. Assessments. The Board of Directors shall make assessments against each Unit for its share of the items of each budget in an amount not less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessments shall be made quarterly in advance and shall be due in equal, quarterly installments on the first day of each month of each quarter for which the assessments are made. If a quarterly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and such quarterly assessments shall be due on the first day of each month of each quarter until changed by an amended assessment. In the event the quarterly assessment shall be insufficient in the judgment of the Board of Directors, the Board of Directors shall amend each budget and shall make amended assessments for the balance of the quarter in sufficient amounts to meet the expenses for the quarter; provided, however, that any account of an amended budget that exceeds the limit upon increases shall be subject to approval of membership of the Association affected by that particular budget as previously required in these By-Laws.

e. Reserves. If a meeting of the Unit Owners affected by a budget has 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.

38. Special Assessments. Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned.

After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the owners concerned, the assessment shall become effective, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

39. Depository. 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 from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the directors.

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

41. Official Records:

a. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

(1) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4);

(2) A photocopy of the recorded Declaration of each condominium operated by the Association and all amendments thereto;

(3) A photocopy of the recorded By-Laws of the Association and all amendments thereto;

(4) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

(5) A copy of the current rules of the Association;

(6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;

(7) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications and if known, telephone numbers;

(8) All current insurance policies of the Association and condominiums operated by the Association;

(9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(10) Bills of sale or transfer for all property owned by the Association;

(11) Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

(i) Accurate, itemized, and detailed records of all receipts and expenditures.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or condominium.

(iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(12) Ballots, sign-in sheets, voting proxies, and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the election, vote, or meeting to which the document relates.

(13) All rental records when the Association is acting as agent for the rental of condominium Units.

(14) A copy of the current Question and Answer Sheet as described in §718.504, Florida Statutes.

(15) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

b. The official records of the Association shall be maintained in the county in which the condominium is located or within twenty-five (25) miles of the property if maintained in another county.

c. The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies at the reasonable expense, if any of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspection and copying. The failure of an Association to provide the records within ten (10) working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be $50 per calendar day up to ten (10) days, the calculation to begin on the eleventh working day after receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws, and rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in §718.504, Florida Statutes, on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its

actual costs for preparing and furnishing these documents to those requesting the same.

d. The Association shall prepare a Question and Answer Sheet as described in §718.504, Florida Statutes, and shall update it annually.

42. Annual Financial Report. Within sixty (60) days following the end of the previous fiscal year of the Association, the Board of Directors 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 and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

a. Costs for security;

b. Professional and management fees and expenses;

c. Taxes;

d. Costs for recreational facilities;

e. Expenses for refuse collection and utility services;

f. Expenses for lawn care;

g. Costs for building maintenance and repair;

h. Insurance costs;

i. Administrative and salary expenses; and

j. General reserves, maintenance reserves, and depreciation reserves.

43. Fidelity Bonds. The Association shall obtain and maintain Fidelity bonding of all persons who control or disburse funds of the Association in the principal sum of not less than $10,000 for each such person; provided, however, if the Association's annual gross receipts exceeds $100,000 but do not exceed $300,000, then the amount of such fidelity bonding shall be in the principal sum of not less than $30,000; and further provided, that if the Association's annual gross receipts exceeds $300,000, then the amount of such fidelity bonding shall be in the principal sum of not less than $50,000. The Association shall

bear the cost of bonding. However, in the case of a person providing management services to the Association and required to be licensed pursuant to §468.432, Florida Statute, the cost of bonding may be reimbursed by the Association; all such persons providing management services to an Association shall provide the Association with a certificate of insurance evidencing compliance with this paragraph.

44. Fines. In addition to all remedies provided in the Declaration of Condominium of the condominium operated by the Association, the Articles or these By-Laws, the Board of Directors of the Association may, upon reasonable notice of not less than 14 days and an opportunity for hearing, fine and charge any offending member a sum not to exceed One Hundred Dollars $100.00 for each infraction of the provisions of said Declaration, Articles, By-Laws or reasonable rules and regulations of the Association. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

The Notice shall include the following:

a. Statement of date, time and place of hearing.

b. Statement of provisions allegedly violated (Declaration, By-Laws, Rules) and

c. Short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written or 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. If the committee agrees with the fine, the Board of Directors shall receive the report of

the committee and if the Board approves the recommendation of the committee, the Board of Directors may levy the fine. No fines shall become a lien against the Unit. The provisions of this paragraph shall not apply to unoccupied units.

45. Transfer Fee. No fee shall be charged by the Association in connection with a transfer, lease, sale or sublease of an apartment which is subject to approval of the Association or its Board of Directors, in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed $50.00. No charge shall be made in connection with an extension or renewal of a lease.

46. Amendments. In addition to any other method provided under the Declaration or Articles of Incorporation, these By-Laws may be amended in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the voting interests of the Association. Directors and voting interests not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than two-thirds (2/3) of the voting interests of the entire membership of the Association.

(2) Until the transfer of control from the Developer to Unit Owners other than the Developer, by two-thirds (2/3) of the directors.

c. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and the 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 underlying 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 By-Law. See By-Law _____ for present text."

Non-material errors or omissions in the By-Law process shall not invalidate an otherwise promulgated amendment.

47. Alternate Dispute Resolution; Voluntary Mediation; Mandatory Nonbinding Arbitration, Voluntary Arbitration.

a. Definitions. As used in this section, the term "dispute" means any disagreement between two or more parties that involves:

(1) The authority of the Board of Directors, under any law or association document to:

(i) Require any owner to take any action, or not to take any action, involving that owner's Unit.

(ii) Alter or add to a common area or element.

(2) The failure of a governing body, when required by law or an association document to:

(i) Properly conduct elections.

(ii) Give adequate notice of meetings or other actions.

(iii) Properly conduct meetings.

(iv) Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves title to any unit or common element; the interpretation or enforcement of any warranty; or the levy of a fee or assessment, or the collection of any assessment levied against a party.

b. Voluntary Mediation. Voluntary mediation through Citizen Dispute Settlement Centers as provided for in s. 44.201 is encouraged.

c. Mandatory Nonbinding Arbitration Of Disputes. The Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation shall employ full-time arbitrators to conduct the arbitration hearings provided by this chapter. No person may be employed by the department as a full-time arbitrator unless he is a member in good standing of The Florida Bar. The department shall promulgate rules of procedure to govern such arbitration hearings. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trail de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.

(1) Prior to the institution of court litigation, the parties to a dispute shall petition the division for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

(2) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

(3) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees.

(4) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees,

investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

(5) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. A petition may not be granted unless the time for appeal by the filing of complaint for trial de novo has expired. If a complaint for trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

48. Execution and Recording. A copy of each amendment shall be attached to or incorporated in a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be valid and effective when such certificate, with a copy of the amendment attached thereto or incorporated therein, is recorded in the public records of Bay County, Florida.

The foregoing was adopted as the By-Laws of Long Beach Resort Community Association, Inc., a corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 6th day of April, 1995.

President

** OFFICIAL RECORDS **
BOOK: 1754 PAGE: 117

UNDIVIDED SHARE OF COMMON ELEMENTS

An undivided share in the land and other common elements and the common surplus is appurtenant to each unit in the condominium in the amounts set forth as follows:

UNIT NUMBER	SHARE OF COMMON ELEMENTS & SURPLUS	NUMBER OF UNITS
1 Bedroom/1 Bath Efficiency Type F (425 sq. ft.)		
1-100E	425/108,453	13
1-200E	425/108,453	
1-300E	425/108,453	
1-400E	425/108,453	
1-500E	425/108,453	
1-600E	425/108,453	
1-700E	425/108,453	
1-800E	425/108,453	
1-900E	425/108,453	
1-1000E	425/108,453	
1-1200E	425/108,453	
1-1300E	425/108,453	
2 Bedroom/2 Bath Type E (1,304 sq. ft.)		
1-100	1,304/108,453	13
1-200	1,304/108,453	
1-300	1,304/108,453	
1-400	1,304/108,453	
1-500	1,304/108,453	
1-600	1,304/108,453	
1-700	1,304/108,453	
1-800	1,304/108,453	
1-900	1,304/108,453	
1-1000	1,304/108,453	
1-1200	1,304/108,453	
1-1300	1,304/108,453	
1 Bedroom/1 Bath Type B (725 sq. ft.)		28
1-102, 1-105	725/108,453, 725/108,453	
1-202, 1-205	725/108,453, 725/108,453	
1-302, 1-305	725/108,453, 725/108,453	
1-402, 1-405	725/108,453, 725/108,453	
1-502, 1-505	725/108,453, 725/108,453	
1-602, 1-605	725/108,453, 725/108,453	
1-702, 1-705	725/108,453, 725/108,453	
1-802, 1-805	725/108,453, 725/108,453	
1-902, 1-905	725/108,453, 725/108,453	
1-1002, 1-1005	725/108,453, 725/108,453	
1-1102, 1-1105	725/108,453, 725/108,453	
1-1202, 1-1205	725/108,453, 725/108,453	
1-1302, 1-1305	725/108,453, 725/108,453	
1-1402, 1-1405	725/108,453, 725/108,453	

2 Bedroom/2 Bath			
Type C (1,326 sq. ft.)			28
1-103, 1-104	1,326/108,453,	1,326/108,453	
1-203, 1-204	1,326/108,453,	1,326/108,453	
1-303, 1-304	1,326/108,453,	1,326/108,453	
1-403, 1-404	1,326/108,453,	1,326/108,453	
1-503, 1-504	1,326/108,453,	1,326/108,453	
1-603, 1-604	1,326/108,453,	1,326/108,453	
1-703, 1-704	1,326/108,453,	1,326/108,453	
1-803, 1-804	1,326/108,453,	1,326/108,453	
1-903, 1-904	1,326/108,453,	1,326/108,453	
1-1003, 1-1004	1,326/108,453,	1,326/108,453	
1-1103, 1-1104	1,326/108,453,	1,326/108,453	
1-1203, 1-1204	1,326/108,453,	1,326/108,453	
1-1303, 1-1304	1,326/108,453,	1,326/108,453	
1-1403, 1-1404	1,326/108,453,	1,326/108,453	
3 Bedroom/3 Bath			
Type D (1,769 sq. ft.)			14
1-106	1,769/108,453		
1-206	1,769/108,453		
1-306	1,769/108,453		
1-406	1,769/108,453		
1-506	1,769/108,453		
1-606	1,769/108,453		
1-706	1,769/108,453		
1-806	1,769/108,453		
1-906	1,769/108,453		
1-1006	1,769/108,453		
1-1106	1,769/108,453		
1-1206	1,769/108,453		
1-1306	1,769/108,453		
1-1406	1,769/108,453		
Type A (1,769 sq. ft.)			1
1-1401	1,769/108,453		
Commercial General			
Storage Unit (822 sq. ft.)		822/108,453	1
Commercial Laundry/			
Housekeeping Unit (1,191 sq. ft.)		1,191/108,453	1
TOTAL		108,453/108,453	99

JOINDER OF MORTGAGEE

AmSouth Bank of Florida, a Florida banking corporation (the "BANK"), the owner and holder of mortgages encumbering the property described in 1(B) of this Declaration of Condominium of Long Beach Tower I, a Condominium, which mortgages are those certain Mortgages dated January 26, 1995 and recorded on January 26, 1995, in Official Records Book 1545, Page 518, et seq.; dated September 19, 1995, and recorded on September 19, 1995, in Official Records Book 1587, Page 789, et seq.; dated December 9, 1996 and recorded on December 13, 1996 in Official Records Book 1676, Page 1310; dated November 24, 1997 and recorded on December 1, 1997, in Official Records Book 1753, Page 562, all of the public records of Bay County, Florida, to the extent it is required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium of Long Beach Tower I, a Condominium, and BANK agrees that the lien of said mortgage shall hereafter encumber each and every of the condominium parcels as set forth in said Declaration including, but not limited to, each unit's undivided share of the common elements.

Signed, sealed and delivered
in the presence of:

Ruby G Boothe
Ruby G Boothe
Printed Name of Witness

Brenda S. King
Brenda S. King
Printed Name of Witness

AMSOUTH BANK OF FLORIDA

By: J. Ralph Pace
J. RALPH PACE
VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 2ND day of December, 1997, by J. Ralph Pace, as VICE PRESIDENT of AmSouth Bank of Florida, on behalf of the Bank.
(notary must check applicable box)

☒ is personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

Patricia Ann L. Fones
Patricia Ann L. Fones
(Print Name)
Notary Public
Serial # _____
My Commission Expires: _____

PATRICIANN L. FONES
"Notary Public-State of FL"
Comm. Exp. May 28, 1998
Comm. No. CC 372368

(NOTARY SEAL)

THIS DOCUMENT PREPARED BY:

LES W. BURKE, ESQ.
BURKE & BLUE, P. A.
P. O. Box 70
Panama City, Florida 32402

RCD Dec 03 1997 04:12pm
HAROLD BAZZEL, CLERK

12/02/97 TUE 16:04 FAX 904 784 0887 BURKE AND BLUE 002