

**Las Vistas in Inverrary Condominium Association Inc.
An Adult Community**

BY-LAWS

PREAMBLE

As it is the case in all democracies, different levels of government (Federal; State; County; City; etc.) enact laws or ordinances that everyone must respect, but it is up to each different organization or community to establish a set of rules to regulate itself, as allowed or provided for by some higher authority. These are called the Bylaws.

The By-laws constitute one of the three (3) components of the Declaration of Condominium and, as such, it determines how the Association and the unit owners, guests and visitors must govern themselves in the community.

The By-Laws are not a one-sided or dominating document that only a group of select people decide to impose on all those who would subsequently buy into this community. This most important document is indeed a covenant between the Association and the unit owners. That means that all parties are bound by the By-Laws, whether it be the Management; the Officers; the Directors; some form of Executive Committee or any and all unit owners. No one person, or one entity, is above the By-Laws.

The first set of By-Laws was recorded in 1974, in the Public Records of Broward County, as part of the documents required from all developers. The developer incorporated the name Las Vistas in Inverrary Inc. and, as construction began, units went up for sale.

When, in 1978, the time came for the developer to transfer control of the community to unit owners, it was done under the name of Las Vistas in Inverrary Condominium Association Inc. It is when the members of this new Association began to put together the rules that they wanted to live by and it was on September 15, 1981 that the first ever Certificate of Amendment of the By-Laws was recorded.

As it can be witnessed on the front page of these original By-Laws, 359 unit owners voted in favor of the propositions while only 41 voted against and 30 abstained, which means that 83.5%

of all 430 owners approved the imposing document. (The unit owned by the Association does not have a vote)

Over the last 35 years, most of the units were sold to new members and, in order to adapt the By-Laws to the members' wishes, numerous amendments were subsequently recorded. In 2015, a Rules Review Committee was appointed and, after several consultation meetings with the unit owners, it was possible to adopt new amendments and to re-write the whole Declaration of Condominium including the By-Laws herein.

By-Laws of Las Vistas in Inverrary Condominium Association Inc.

NOTE: Re-written from original document as recorded in Broward County on September 15, 1981 under Instrument 81-258764 with amendments thereafter.

NOTE: *When reference is made to a previous amendment, such amendment has been integrated to this re-written document.*

SECTION 1. IDENTITY.

These are the By-laws of Las Vistas in Inverrary Condominium Association Inc., a corporation not-for-profit, organized pursuant to Chapter 619, Florida Statutes, (herein referred to as "Association"). The Association has been organized for the purpose of managing, operating and administering residential condominium apartment buildings on a parcel of real property situated in portion of Section 23, Township 49 South, Range 41 East, Broward County, Florida, (herein called "Condominiums of Las Vistas in Inverrary") and more particularly described in the Declaration of Condominium (The "Declaration") to which a true copy of these By-laws is attached.

- 1.1** The office of the Association shall be located at 3533 Inverrary Drive, Lauderdale, Florida, 33319 or at such other place in Broward County as may be decided by the Board of Directors from time to time.
- 1.2** The fiscal year of the Association shall be the calendar year,

- 1.3** The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not-For-Profit".
- 1.4** The provisions of these By-laws shall be interpreted in accordance with the definitions and provisions of Chapter 718, Florida Statutes, The Condominium Act (the "Act") and any laws amendatory thereof.

SECTION 2.

MEMBERSHIP; MEMBERS' MEETINGS; VOTING AND PROXIES.

- 2.1** The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles of Incorporation.
- 2.2** The annual meeting of all the owners in Las Vistas in Inverrary shall be called to order at the Recreation building at 2 PM on the second Monday in January of each year at which time voting for the directors will be closed. The meeting will then be adjourned until 7:30 PM at which time officers' reports will be heard, all the seventeen (17) Directors will be elected, and any other business authorized will be transacted. (*Most recent amendment recorded on 6-10-2015 under Instrument 113040327*)
- 2.3** Special meetings of all unit owners in Las Vistas in Inverrary shall be held at the Recreation building whenever 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 one-third (1/3) of the unit owners or, in the case of a special meeting for a single condominium, on the written request of one-third (1/3) of the owners of such condominium.
- 2.4** Notice of the annual meeting and special meetings of all the unit owners in Las Vistas of Inverrary, stating the time, place and purpose of such meeting shall be in writing to each of the unit owners at his address as it appears in the books of the Association, and sent by mail, e-mail, or hand delivered to the residence of each unit owner at least fourteen (14) days prior to the date of the meeting.

Such notice of meeting shall also be posted in a conspicuous place on the property at least fourteen (14) days prior to the date of the meeting.

No action and/or project requiring the approval of unit owners may be initiated between April 15 and October 15 of each year, when several owners are absent from this community.

(Most recent amendment recorded on 6-10-2015 under Instrument 113040327)

2.5 **SECRET BALLOT.** A secret ballot must be used for all elections.

2.6 A quorum at a meeting of the unit owners in Las Vistas shall consist of the presence, either in person or by proxy, of at least forty percent of all the unit owners and, for a matter that requires a vote from the owners, the approval requires the affirmative vote of no less than 66 and 2/3 percent of those owners who cast a vote.

(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

2.7 **ADJOURNED MEETINGS.** If any meeting of the members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at the annual members' meetings and, as far as practical, at all other members' meetings shall be: (a) call of the roll; (b) proof of notice of meeting or waiver of notice; (c) reading and disposal of any unapproved minutes; (d) reports of manager and officers; (e) reports of committees; (f) election of directors; (g) unfinished business; (h) new business; (i) adjournment.

2.9 **VOTING AND PROXIES.** Voting rights shall be as stated in Article VIII of the Declaration. Such votes may be cast in person, by mail or by proxy. Proxies shall be in writing and be valid only for the particular meeting designated therein or any adjournment date thereof and must be received by the Secretary at least one (1) day prior to the meeting.

2.10 **ELECTION OF DIRECTORS & THE VOTE COUNTING COMMITTEE.** The Secretary shall supervise the registration and authentication of the proxies, distribution and receipt of the returned ballots.

The President shall appoint a vote counting committee and its chairperson to count the votes at the annual meeting and shall report the results to the President. The committee shall consist of no less than ten (10) or no more than twenty (20) unit owners in good standing who are not serving on the Board and who are not on the ballot to be directors.

(Most recent amendment recorded on January 25, 1997 under instrument 97-041144)

SECTION 3. THE BOARD OF DIRECTORS.

- 3.1** The Board of Directors of the Association shall consist of one (1) director in each of the residential buildings, who shall each be elected by a plurality vote from the unit owners in his (her) building and four (4) Directors at Large, who shall be elected by a plurality vote from the entire membership, at the annual membership meeting, according to the official election procedure published by the Division of Condominium of the Department of Business & Professional Regulation. All the directors must be unit owners. *(Most recent amendment recorded on 6-10-2015 under Instrument 113040327)*
- 3.2** Vacancies in the Board of Directors at Large shall be filled for the unexpired term, at the next meeting, by the entire Board of Directors.
Vacancies in the Board of any Resident Director of any of the buildings shall be filled at a special election meeting of the unit owners of that building.
- 3.3** The term of office of all Directors shall be for two (two) years and shall expire upon the election of their successors or until removed in a manner hereinafter provided. *(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)*
- 3.4** Any Director at Large may be removed from office with or without cause by the vote or agreement in writing of a majority of the membership at large.
Any Resident Director may be removed from office with or without cause by the vote or agreement in writing by the majority of the unit owners in the building he represents.
- 3.5** The organizational meeting of a newly elected Board shall be held immediately following the Annual Membership Meeting and no further notice shall be required.

The only item on the agenda of that organizational meeting shall be the nominations for the officers' functions, beginning with that of the President who shall be elected by a majority secret vote from the Directors. Once so elected, the President shall assume the chair for the remainder of that meeting and proceed with the other nominations for Vice-President, Treasurer and Secretary, in that order. A nominated candidate who was not elected as President may then be nominated and elected for any other function in the same fashion as described above, the same going for any of the open positions.

(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

- 3.6 Meetings of the Board shall be held at 7.30 PM. on the third Monday of the months of January, February, April, June, October and December. For all the other months of the year, the Board may meet at special meetings where decisions are required from the Board. Notice of all meetings shall be delivered to each member of the Board and posted conspicuously on the bulletin boards of the Club House and the 13 residential buildings, at least (forty eight) 48 hours in advance of the meeting.

(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

- 3.7 Special meetings of the Board may be called by the President or Vice-President and must be called by the Secretary upon written request of one-third (1/3) of the members of the Board. Except in an emergency, notice of all special meetings shall be posted in a conspicuous place in the Recreation Hall at least forty-eight (48) hours in advance of the meeting.

- 3.8 All Board meetings shall be open only to all legitimate unit owners who shall have the right to speak on all agenda items, once the Directors have debated the issue at hand, and after having been recognized by the chair.

(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

- 3.9 Any Director may waive notice of the meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

- 3.10 The presiding officer at the directors' meetings shall be the President. In the absence of the President the presiding officer shall be the Vice-President. The order following shall be the Treasurer and then the Secretary.

(Order changed by previous amendment to Section VII, item 2, of the Articles of Incorporation, recorded on January 25, 1997 under Instrument 97-041143)

- 3.11 Meetings of Committees which take action on behalf of the Board or make recommendations to the Board on budget matters shall be open to all official unit owners who shall have the right to speak on all agenda items, once the Directors have debated the issue at hand, and after having been recognized by the chair. However, Officers may determine that other committee meetings may not have to be posted or open to unit owners, provided that doing so remains within the edicts of Florida Law.

(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

SECTION 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All the powers and duties of the Association shall be exercised by the Board, including those existing under the Act, the Articles and the Documents establishing the condominiums. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration and shall include, but not be limited to, the following:

- 4.1 Make and collect assessments against unit owners to defray the costs of the condominium.
- 4.2 To use the proceeds of the assessments in the exercise of its powers and duties.
- 4.3 The maintenance, repair, replacement and operations of the condominium property.
- 4.4 The reconstruction of improvements after casualty and further improvement of the property.
- 4.5 To make and amend regulations with respect to the use of the condominium property.
- 4.6 To approve or disapprove proposed purchasers, lessees, non-institutional mortgagees of apartments and those acquiring apartment by gift, devise or inheritance or transfers, in accordance with the provisions set forth in the Declaration; except, however, that the approval of the Board of transfers by gift, devise or inheritance to any member of the unit owner's immediate family or descendants shall not be

required, provided that photocopies of the pertinent documents showing such transfers have been submitted to the Board.

4.7 **FINES AND SANCTIONS:** In addition to remedies available elsewhere in the Condominium Documents and/or the law, the Board is empowered to impose fines and/or sanctions against any owner, or guest or visitor of an owner, who has failed to comply with any provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the Bylaws or the Rules and Regulations as any of these may be amended from time to time. The fine and the maximum number of days of imposition may be as high as prescribed by law.

- a) Before any fine or sanction may be imposed as described above, a written complaint must have been filed with the Association by any unit owner who is in good standing
- b) The matter must be investigated by the officers of the association who will review the complaint and bring it to the attention of the Board of Directors and make their recommendation to the members.
- c) If the Board of Directors does levy a fine and/or sanction against the alleged violator, it shall be by a majority vote of the members but the Board's decision shall be subject to ratification by the Covenant Enforcement Committee, the members of which shall have been previously appointed by the President, according to the provisions of the Statutes.
- d) Following the Board's decision to impose a fine and/or sanction, the Association must inform the owner of that decision, in writing, and informing him/her that he/she shall have the opportunity to be heard at a hearing of the Covenant Enforcement Committee to be held no sooner than fourteen (14) days later and that, at that meeting, the owner may be represented by counsel and introduce witness(es) to corroborate his/her defense arguments.
- e) Should the members of that committee then require more information for the owner who initially filed the complaint or any of the witnesses cited thereon, they shall meet that owner in a separate hearing, where the default owner cannot be present.
- f) Once the hearings have been completed, the members of the committee must convene to decide whether they uphold, reject or otherwise modify the Board of Directors' decision.

g) The chairperson of the committee then communicates the decision of the committee to the President of the Association who shall give instructions that the owner be duly informed of the fine(s) and/or sanction(s) and all possible repercussions.

h) Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit, payment in the amount of any fine or fines assessed against his unit.

(Most recent amendment recorded on January 25, 1997 under instrument 97-041144)

i) Nothing herein shall be construed as a prohibition of, or a limitation on the right of the Association to pursue other means to enforce the provisions of the condominium documents, Association rules or the Condominium Act, and all the rights and remedies of the Association shall be cumulative.

(Most recent amendment recorded on January 25, 1997 under instrument 97-041144)

j) In no instance can the principle of Double Jeopardy may be invoked in the re-occurrence of the same violation.

(Most recent amendment recorded on January 25, 1997 under instrument 97-041144)

4.8 To enter into management agreements and contracts for the maintenance and care of the condominium property.

4.9 To pay taxes and assessments which are liens against the property of the condominium other than the individual apartments and the appurtenances thereto and to assess same against the apartments subject to such liens.

4.10 To purchase and carry insurance for the protection of apartment owners, the Association, its officers and directors against fire, casualty, liability and any other coverage as may be necessary.

4.11 To pay the costs of all power, water, sewer and other utilities rendered to the condominium and not billed to owners of individual apartments.

4.12 To retain a resident manager who shall occupy the apartment provided for that purpose and to retain and hire such other employees as may be necessary to administer and carry out the services required for the proper administration of the purposes of the Association and to pay all salaries thereof.

SECTION 5. OFFICERS.

- 5.1 Executive officers of the corporation shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be directors and shall be elected annually by the Board of Directors and may be removed from office, after notice of charges and a reasonable opportunity to be heard, by a majority vote of the Board.

The Board shall from time to time elect such other officers and assistant officers and designate their powers and duties as the Board shall find required to manage the affairs of the Association.

- 5.2 The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President, including but not limited to the power to appoint from committees from the among the members from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association, He shall preside all meetings and be a member ex-officio of every committee.
- 5.3 The Vice-President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors. In the event there shall be more than one Vice-President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the President in such order.
- 5.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall have custody of the seal of the Association and affix same 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 the duties incident to the office of Secretary of an association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 The Treasurer shall have custody of all the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; He shall keep the books of the Association in accordance with good accounting practices and he shall perform all the duties incident to the office of Treasurer, The Assistant Treasurer, if any, shall assist the Treasurer.

5.6 The compensation, if any, of all the officers and employees of the Association shall be fixed by the Board of Directors.

5.7

A. No officer or manager of the Las Vistas Association may approve a non-emergency expenditure in excess of one thousand (\$1,000.00) dollars which has not been included and approved in the Association's budget, without the approval of the Board.

B. No Director of a building/condominium may approve a non-emergency expenditure in excess of the building/condominium's approved limit which has not been included and approved in the building/condominium's budget without the majority approval of the unit owners of that building/condominium.

C. Emergency expenditures for Association Common Element items may be handled by an officer or manager of the Association. Emergency expenditures for the building/condominiums may be handled by a building director, or in his absence by the President or Manager of the Association after a reasonable effort to notify the building directors. The building Directors and the Board to be advised as soon as possible.

D. No officer or manager may approve the employment of permanent employees for new positions or approve individual salary increases in excess of one thousand five hundred (\$1,500.00) dollars per year without the approval of the Budget & Finance Committee and the Board.

(Most recent amendment recorded on January 25, 1997 under instrument 97-041144)

SECTION 6. FISCAL MANAGEMENT. The provisions for assessments and related matters set forth in the Declaration and the Articles of Incorporation shall be supplemented by the following:

6.1 ASSESSMENT ROLL. An assessment shall be maintained and a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners of such apartment, the account of each assessment against the owner, the dates and amounts of each assessment against the owner, the dates and amounts on which assessment come due, the amounts paid upon the account and the balance due upon assessments.

6.2 BUDGET.

a) On or before December 1st of each year the Board shall adopt a budget for the ensuing calendar year which shall contain estimates of the costs of performing the functions of the Association, including but not limited to the following items:

(1) Common expenses budget:

- i. Administration
- ii. Building maintenance
- iii. Casualty and liability insurance
- iv. Electric
- v. Elevator maintenance
- vi. Garbage collection
- vii. Condominium grounds maintenance
- viii. Water and sewer
- ix. Condominium personnel and upkeep of manager's apartment
- x. Legal and accounting
- xi. Parking area expenses
- xii. The Board may determine and create a Reserve Fund for capital expenditures and deferred maintenance.

(2) Proposed assessments against each unit owner:

The Association must operate all condominiums pursuant to a consolidated financial operation as a single condominium for purposed of financial matters,

including budgets, assessments, accounting, recordkeeping, and similar matters.

(Most recent amendment recorded on September 25, 2009 under instrument 108871877)

- b) The Board shall mail a meeting notice and copies of the proposed annual budget and proposed assessments to unit owners no less than fourteen (14) days prior to the meeting at which the budget and assessments will be considered. *(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)*

The meeting shall be open to all unit owners. Accompanying the proposed budget, the Board shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

The report shall show the amounts of receipts by accounts and receipt classifications including, if applicable, and not limited to the following: Costs for security; Professional and management fees and expenses; Taxes; Costs for Recreation facilities; Expenses for refuse collection and utility services; expenses for lawn care; Costs for building maintenance and repair; Insurance costs; Administrative and salary expenses; and General reserves, maintenance reserves and depreciation reserves.

- c) In administering the finances of the Association the following procedures shall govern:
 - (i) the fiscal year shall be the calendar year;
 - (ii) any income received by the Association in any calendar year (including the regular assessments and the interim assessments, as that term is defined in the declaration) may be used by the Association to pay expenses incurred in the same calendar year;
 - (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for common expenses which cover more than a calendar year, for example insurance, etc.;

- (iv) Common expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such common expenses is received.

Notwithstanding the foregoing, regular or interim assessments shall be of sufficient magnitude to insure an adequacy of cash availability to meet all budgeted expenses in any calendar year, as such expenses are incurred in accordance the accrual method of accounting. The accrual method of accounting shall conform to generally accepted accounting standards and principles applicable thereto.

- 6.3 The depository of the Association shall be such a bank or banks as shall be designed from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by check signed by at least two (2) officers.
- 6.4 An audit of the accounts of the Association shall be made annually by an auditor, audit committee or certified public accountant and a copy of the report shall be furnished to each member not later than March 15th of the year following the year for which the report is made.

SECTION 7. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of this Association when not in conflict with the Articles, these By-laws, the Declaration or the Act.

SECTION 8. PETS.

- 8.1 Unit owners or lessees of apartments in Las Vistas in Inverrary who have pets with the express permission of the Association may continue to keep them until they die. Under no circumstances may such pets be replaced.
- 8.2 All other owners, lessees or guests are not permitted to keep any pets or bring same in to any apartment in Las Vistas in Inverrary.
(The reader is invited to read article B of the Rules & Regulations for further instructions)

SECTION 9. RENTING OF APARTMENTS.

- 9.1** The owner renting his/her apartment must notify the Condominium Association, in writing.
Such application for Rental approval submitted to the Board of Directors must contain the following:
- a. A copy of the proposed lease or rental agreement
 - b. A completed application on the form prepared by the Board
 - c. An application fee equal to the maximum prescribed by Florida Law
(*Most recent amendment recorded on July 28, 2016 under Instrument 113838606.*)
 - d. Such additional information as the Board may reasonably require.
- 9.2** The proposed Tenant must agree to comply with all the rules and regulations of the Condominium Association, as is shown on the application form
- 9.3** The proposed Tenant may be required to appear before the Board of Directors for an interview.
- 9.4** The approval of all prospective Tenants by the Condominium Association must be obtained prior to the finalization of any rental contract. Such approval must be made by the Board of Directors.
- 9.5** No owner may permit occupancy by a Tenant before obtaining the board's approval.
- 9.6** No apartment may be rented for less than two (2) months at a time and no more than twice in a calendar year.
(*Most recent amendment recorded on July 28, 2016 under Instrument 113838606.*)
- 9.7** No subleasing will be permitted.
- 9.8** Tenants with children under eighteen (18) years of age shall not be accepted.
(*Most recent amendment recorded on July 28, 2016 under Instrument 113838606.*)
- 9.9** Renters, lessees or guests are not permitted pets.

9.10 Apartments may only be rented in entirety. No apartment may be rented for Hotel or Transient purposes.

9.11 Any damage to the condominium property, the common elements, recreation facilities, etc. by any occupant of a leased apartment, or their guests, shall be repaired at the expense of the unit owner.

SECTION 10. SALE OF APARTMENTS.

10.1 No owner may sell his/her apartment or any interest therein without prior approval of the Board of Directors, except as provided in Section 4, paragraph 4.6.

A. RESTRICTIONS ON OFFERS TO SELL OR PURCHASE. No offer to sell or purchase shall be made or accepted, no offer to sell or purchase shall be deemed bona fide, no offer to sell or purchase shall be made or accepted, and no offer to sell or purchase shall be completed, unless the offer is accompanied by a down payment of not less than twenty percent (20%) of the sale or purchase price. The source of the down payment cannot originate or come from the seller, any bank, insurance company, mortgage broker, lending institution, real estate company, governmental agency, or any other person or entity in the business of lending money or real estate. The down payment must be unrestricted and unconditional.

No person or entity shall have any right or recourse against the purchaser to recover or recoup all or any portion of the down payment, and no property, whether real, personal or intangible, shall serve as collateral for the repayment of all or any portion of the down payment.

Under no circumstances shall the outstanding indebtedness for the purchase of an apartment exceed eighty percent (80%) of the purchase price. Any offer to sell or purchase that does not comply with this provision shall be void ab initio, and shall be deemed a failure of the proposed purchaser or transferee to facially qualify for membership in the Association, and the transfer shall not be made, and the Association shall be relieved from the obligation to purchase the apartment or to find or designate an alternative or substitute purchaser approved by the Association to purchase the apartment.

In such event, the proposed purchaser or transferee shall thereafter not be subject to further financial scrutiny. The apartment owner shall not be entitled to make demand upon the Association to purchase the apartment or to find or designate a substitute or alternative purchaser approved by the Association. In addition, if the proposed sale or other transfer is completed in violation of this provision, then the purchaser or transferee shall be entitled to occupy the apartment, and shall be required to convey the apartment back to the seller.

(Most recent amendment recorded on August 16, 2000 under instrument 100469993)

- 10.2 The owner must notify the Association, in writing, the minute he/she has a buyer.
- 10.3 The owner must obtain an application form, to be furnished by the Association, and after having same completed by the buyer, return it to the Association. Thus form shall include, but not limited to, the following information:
- The name of the owner; the apartment to be sold; name and address of the proposed buyer; age of the buyer and number of residents in the family; ages of children, if any, who will be living in the apartment, whether buyer has any pets; and a statement by the proposed buyer that upon approval of the Board, the buyer will comply with the By-Laws, the Declaration of Condominium, the Articles of Incorporation and the Rules and Regulations of the Association.
- 10.4 All applications for approval of a sale must be accompanied by a processing fee equal to the maximum provision of Florida Law.
(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)
- 10.5 The owner must advise the buyer that the contract of sale must be submitted to and approved by the Board of Directors before the sale can be completed.
- 10.6 The owner must submit to the Association a certified copy of the contract of sale as soon as it is possible.
- 10.7 The purchaser must appear before the Resale Committee for a personal interview to obtain Association approval, except that a personal appearance may be waived by the Board where such personal appearance would be an undue hardship.

- 10.8 When a sale or transfer is completed, the new owner shall deliver to the Association a true copy of such deed or Instrument of acquisition of title.
- 10.9 Any violation of the above provisions shall subject the violator to an action for injunction relief, cancellation of the deed, eviction, fine for continuing violation and any other remedies provided by law.

SECTION 11. OCCUPANCY AND USE RESTRICTIONS.

- 11.1 Apartments shall be used for single family residence only. No separate part of an apartment may be rented and no transient tenants may be accommodated therein.
- 11.2 No children under the age of eighteen (18) years of age may be permitted to reside in any of the apartments, except that children under that age may be permitted to visit for a period not to exceed the aggregate of forty five (45) cumulative days in any twelve (12) month period.
(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)
- 11.3 In all the units of Las Vistas there must be at least one (1) resident-owner whose name is part of the property deed, or one (1) resident renter who is a co-signer of the lease, who is fifty five (55) years of age or older, but one (1) other adult occupant of the unit may be at least fifty (50) years of age or older while all others will be subject to the rules concerning visitors, guests and children. *(Most recent amendment recorded on June 10, 2015 under Instrument 113040327)*
- 11.4 An apartment owner shall not permit or suffer anything to be done or kept in his/her apartment or the common elements, which could obstruct or interfere with the rights of other apartment owners.
- 11.5
- A. **IN THE ABSENCE OF THE OWNER OR RENTER**
Immediate relatives of the owner or renter may occupy an apartment in the absence of the owner or renter, provided that they are willing to abide by the rules of the Association and, subject to the following rules:

- I. Adults of 55 years of age or older - No time limit

- II. Without the presence of at least one occupant of 55 years of age or older, adults under the age of 55 = Maximum of 45 consecutive days
- III. Without the presence of at least one occupant of 55 years of age or older, children under the age of 18 = Maximum of 15 consecutive days

The term “Immediate Relative” is officially defined according to US Office of Personnel Management, appearing at 5 CFR part 630, subpart B.

- (1) Spouse and parents thereof;
- (2) Sons and daughters, and spouses thereof;
- (3) Parents and spouses thereof;
- (4) Brothers and sisters, and spouses thereof;
- (5) Grandparents and grandchildren, and spouses thereof;
- (6) Domestic partner and parents thereof

When the owner or renter is to be absent when immediate relatives are expected to occupy a unit, such owner or renter must obtain the written approval of management by informing the Association, prior to occupancy by anyone in his/her absence, and supplying the association with the following for each expected occupant:

- a) Full name
- b) Photo ID with DOB or other official document confirming DOB
- c) Copy of birth certificate or other document confirming the relationship to owner or renter in the absence of (b) above.
- d) Photo of vehicle to be parked on the Las Vistas Property.
- e) Expected length of stay at the apartment.

(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

B. WHEN THE OWNER OR RENTER IS PRESENT

Any owner or renter in good standing may have guests or visitors while present in his/her apartment without any time limit, (except for kids under the age of 18 who

shall remain subject to Article 11.2 of the bylaws) provided that they are willing to abide by the rules of the association, and subject to the following rules:

- a) Obtain from the Association, a guest parking pass that shall be visible in the guest's vehicle at all times.
- b) If the guest's stay is to be longer than seven (7) days, the owner or renter must inform the association of the presence of such guests or visitors and supply a photo of the vehicle that such guest(s) will wish to park on Las Vistas property.

(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

- 11.6 Any unauthorized occupancy of an apartment for two weeks or more shall be considered as one of the owner's two authorized yearly rentals.
- 11.7 In the case of multiple owners of a single unit, in no event shall there be a change of occupancy more than three (3) times a year.
- 11.8 In the case of corporate ownership of an apartment, the unit may be occupied by no more than two (2) executive officers and their immediate relatives and in no event shall there be a change of occupancy more than three (3) times a year.
- 11.9 No unit shall be leased, no owner shall lease a unit and leasing shall be prohibited during the one (1) year period subsequent to the acquisition of the unit.
(Most recent amendment recorded on August 16, 2000 under instrument 100469994)

SECTION 12. VEHICLES

- 12.1 Besides automobiles, SUV's and Minivans, owners and guests or visitors may park a Pickup truck on the Las Vistas property, provided that the pickup truck:
 - a) Has an overall length of less than 18 feet
 - b) Has no more than 4 wheels
 - c) Has no canopy over the box whether it has windows or not.
 - d) Shows no visible cargo in the box

- e) Has no other cover than a genuine "Bed" or "Tonneau" cover.

Other than the temporary exemptions of Article 12.2 below, all other types of vehicles are barred from parking on the Las Vistas property and no vehicle shall show lettering, commercial logo, signs or advertising of any kind thereupon.

This article shall not apply to commercial vehicles that must enter the property for service, delivery or performance of work for the association or unit owners.

- 12.2 Travelers in a Recreational Vehicle or "Touring" motorcycle (noiseless) may enter Las Vistas property to pay a visit to a unit owner or renter, but must park their vehicle in an area designated for that purpose by the association. These visitors shall be allowed to keep their vehicle in that area for a maximum of one (1) day and one (1) night, but no one shall be allowed to spend the night in the RV or show any "camping" or "outdoors living" activity on the property. The owners of these vehicles shall cause no nuisance to other owners or residents and the unit owner or renter hosting visitors with such vehicles shall bear the responsibility of asking them to vacate the property immediately upon management's request.
- 12.3 A unit owner who owns a motorcycle and wishes to wash it or get it ready for or after an excursion, may bring that motorcycle into his/her assigned parking space for no more than four (4) hours. Should the presence of the motorcycle become a nuisance, the owner shall remove it from the Las Vistas property immediately upon management's request.
- 12.4 A moving trailer or truck may be parked on the Las Vistas property for the purpose of the owner or renter moving in or out, for no more than seventy-two (72) consecutive hours and such a vehicle must be parked in an area designated by management for that purpose, between the hours of 7:00 P.M. and 8:00 A.M.
- 12.5 No vehicle that cannot run on its own wheels may be towed into the Las Vistas Property and any car showing significant visible damage may only remain parked in Las Vistas for a total of 72 continuous hours.
(Most recent amendment recorded on July 28, 2016 under Instrument 113838606.)

SECTION 13.AMENDMENTS.

These By-Laws may be amended in the same manner as the Declaration may be amended and in accordance with the provisions of the Act.

- 13.1** No amendment to the Governing Documents of the Association, or to the Rules and Regulations, may be initiated between April 15 and October 15 of each year, when several owners are absent from this community.
(Most recent amendment recorded on 6-10-2015 under Instrument 113040327)

Completed on December 10, 2016