

1255 N 1378

BYLAWS

BAYWOOD COLONY GARDEN APARTMENTS  
OWNERS ASSOCIATION, INC.

A corporation not for profit  
under the laws of the State of Florida

I. IDENTITY. These are the Bylaws of BAYWOOD COLONY GARDEN APARTMENTS OWNERS ASSOCIATION, INC., called Association throughout the Condominium documents, a corporation not for profit formed under the laws of the State of Florida. The Articles of Incorporation were filed in the Office of the Secretary of State of the State of Florida on [redacted]. The Association has been formed for the purpose of administering the Condominium, BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM, pursuant to the Condominium Act of the State of Florida.

(a) The office of the Association shall be at the Condominium, BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM.

(b) The fiscal year of the Association shall be the calendar year.

(c) The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

II. MEMBERSHIP IN THE ASSOCIATION. The unit owners of BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM, are the members of the Association.

III. MEETINGS OF THE ASSOCIATION MEMBERS: There shall be an annual meeting of the unit owners held on the 2nd Monday

1255 N 1378

Exhibit 4

Page 1

1255 .1379

of the month of January at 10:00 in the morning at the Condominium, or such other place as the directors shall designate; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour of the next day which is not a holiday. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members. If the date for the first annual meeting of members subsequent to relinquishment of control by the Developer is less than six (6) months after the first election of a majority of the Board of Directors by the members of the Association, then this annual meeting shall not be held, and the directors elected by the membership of the Association shall serve until the date of the next annual meeting.

(a) Special members' meetings shall be held 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 members entitled to cast one-third of the votes of the entire membership. A special meeting for the purpose of recall of members of the Board of Administration shall be called upon receipt of written request for such a meeting from 10% of the members.

(b) At least 14 days prior to a meeting of the members of the Association, a written notice of such meeting shall be given to each unit owner and shall be posted in a conspicuous place on the condominium property.

1255 .1379

at 1200 P.1380

(c) Notice of the annual meeting shall be sent by ordinary mail to each unit owner, unless the owner waives in writing the right to receive the notice by mail. The post office certificate of mailing and the minutes of the meeting of members and Board of Administration shall be retained by the Secretary for not less than seven (7) years. These items shall be kept in a book and made available to members and their representatives at reasonable times.

(d) Unit owners may waive notice of any meetings. The unit owners may take any action authorized by the Condominium documents or the Condominium Act by written agreement, without the need of holding a meeting.

(e) All notices of meetings shall state the place, date, and hour of the meeting, and the matters to be considered. No action may be taken by the members with respect to matters not described in the notice of meeting. Notices are deemed mailed when deposited in the United States Mail with sufficient postage attached, addressed to the member at his address as appears in the records of the Association.

(f) A quorum at members' meetings shall consist of the persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes needed at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or the Condominium Act.

at 1200 P.1380

Mc 1253 p.1381

IV. VOTING. In any meeting or in any agreement by the members, the owners of units shall be entitled to cast one vote for each unit owned. Ownership of a unit shall be established by the Public Records of Sarasota County, Florida. Joint owners of a unit shall agree upon one person to cast the ballot for the unit. If the owners are unable to agree, no vote shall be counted for the unit. The Association may assume that a person purporting to vote on behalf of a unit owner jointly is authorized by the owners to act in their behalf. A corporation shall designate a person to cast the ballot for the corporation. The directors may require from the corporation a resolution establishing the authority of such person to vote. Votes may be cast in person or by proxy.

(a) The current edition of Roberts Rules of Order shall govern the conduct of the business of the meetings of the members and of the directors with respect to matters not covered by the Condominium documents and the laws of the State of Florida.

(b) The order of business at the annual members' meeting, and when practicable at other members' meetings, is as set forth on the following page:

Mc 1253 p.1381

1253 1382

ORDER OF BUSINESS

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of inspectors of election.
- (7) Election of directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

1253 1382

ac 1200 1383

V. DEVELOPER'S RIGHTS: Notwithstanding any other provisions of these Bylaws or the Condominium documents, Developer reserves the right to manage the affairs of the Condominium and to operate the Association until such time as the unit owners are entitled to elect the majority of the members of the Board of Administration of the Association as provided by the Condominium Statute. A management contract is attached as Exhibit E

VI. BOARD OF ADMINISTRATION: The administration of the Association and the operation of the condominium property shall be by a Board of Administration of five (5) members.

(a) Members of the Board of Administration shall be elected at the annual meeting, shall serve without compensation for a term of one (1) year and until their successor has been elected, and may be recalled and removed from office with or without cause by the vote or agreement in writing of the majority of the unit owners. Vacancies on the Board of Administration shall be filled by election by the members.

(b) The Board of Administration shall act as the nominating committee for directors for the coming year. The committee shall nominate five (5) directors for presentation to the membership at the annual meeting. Additional nominations may be made from the floor. Election shall be by ballot (unless dispensed by majority consent) and by plurality of the votes cast. Each person voting is entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

ac 1200 1383

at 1253 N. 1384

(c) Until a majority of the directors are elected by the members other than the Developer of the condominium under the circumstances provided by the Condominium Act, neither the first directors of the Association or any directors replacing them nor any other directors named or elected by the Developer shall be subject to removal by the members other than the Developer. The first directors and the directors replacing them may be removed by the Developer.

VII. MEETINGS OF BOARD OF ADMINISTRATION. The organization meeting of the newly elected Board of Administration shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they are elected, no further notice being necessary. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by the majority of the directors. Notice of regular meetings shall be given to each director personally by mail, telephone or telegraph and shall be transmitted at least three days prior to the meeting. Meetings of the Board of Administration shall be open to all unit owners. Adequate notice of all meetings shall be posted conspicuously on the Condominium property at least 48 hours in advance, except in an emergency.

(a) Special meetings of the Board of Administration may be called by the President and must be called by the Secretary at the written request of any two directors.

(b) Any director may waive notice of a meeting before or after the meeting. The attendance of a director at a meeting

at 1253 N. 1384

at 1258 to 1385

constitutes waiver of notice unless the purpose of the attendance was to object to the meeting as not being lawfully called. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence and action of the director.

(c) The majority of the Board of Administration shall constitute a quorum for the transaction of the business at any meeting of the directors, and a majority of those present at the meeting at which there is a quorum present shall constitute the acts of the Board of Administration.

(d) Each director shall serve without compensation for acting as such. A director may serve the Association in some other capacity and receive compensation for such service.

VIII. POWERS AND DUTIES OF BOARD OF ADMINISTRATION. All of the powers and duties of the Association existing under the Condominium documents and the laws of the State of Florida for the operation of the condominium shall be exercised exclusively by the Board of Administration and its designated agents, contractors, and employees. No unit owner shall have authority to act for the Association by reason of being a unit owner.

IX. OFFICERS OF THE ASSOCIATION. The executive officers of the Association shall be the President, Vice-President, each of whom must be a director, a Treasurer, a Secretary and such additional officers and committee chairmen as shall be established by the Board of Directors. The executive officers shall be elected annually by the Board of Administration and may be removed with

at 1258 to 1385



at 1200 11386

or without cause by a majority of the Directors at any meeting.

(a) The President shall be the chief executive officer of the Association. That person shall have all the powers and duties usually vested and associated in the office of President, including by way of clarification and not limitation, presiding at the meetings of the membership, and the appointment of committees and committee chairmen.

(b) The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. That person shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(c) The Secretary shall keep the minutes of all proceedings of the directors and the members. That person shall attend to the serving of all notices to the members and directors and other notices required by law. That person shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. That person 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.

(d) The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

(e) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of

REC 1200 1357

indebtedness. That person shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Administration for examination at reasonable times. That person shall submit a treasurer's report to the Board of Administration at reasonable intervals and shall perform all other duties incident to the office of treasurer.

(f) The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors shall not be paid fees shall not preclude the employment of a director as an employee of the Association or preclude the contracting with a director for the management of a condominium for compensation.

X. FISCAL MANAGEMENT. The Board of Administration shall have the duty to determine and collect the assessments necessary to pay the expenses of the operation, maintenance, repair, or replacement of the common elements, the cost of carrying on the powers and duties of the Association and any other expenses of the Condominium designated as common expenses by the Condominium documents and the Condominium Statutes of the State of Florida.

(a) The Board of Administration shall adopt a budget for the common expenses for the coming year at a meeting open to the unit owners. A copy of the proposed budget and notice of the meeting at which the budget is to be adopted shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be adopted. As an alternative to adopting a budget, the Board of Administration shall propose a

at 1200 & 1388

budget to a unit owner as provided by the condominium statute. Nothing contained herein shall limit the right of the unit owners to consider and enact a budget as provided by the condominium statute.

(b) The budget adopted by either the Board of Administration or the unit owners, as the case may be, shall provide assessments for each unit for the coming year. Assessments are made for a year in advance, and are payable in installments, quarterly. Installments of assessments not paid within fifteen (15) days after the date due, shall bear interest from the date due, until paid, at the rate of 9% per annum, or the legal interest rate, whichever is greater. In addition, the Association shall be entitled to collect reasonable attorney's fees, costs and expenses incident to the collection of assessments or the preparation, recording or enforcement of any lien for assessments. In the event installments are not paid within thirty (30) days of the date when due, the Board of Administration may accelerate payment of the balance of the installments of assessments, and declare the entire assessment for the year due and payable.

(c) Special assessments may only be made by the Association after approval by a majority of the units in the condominium.

(d) The provisions of these Bylaws with respect to a budget and a determination of common expenses shall not be applicable so long as there is agreement by the Developer that

at 1200 & 1388

1250 1389

the common expenses of the Condominium imposed upon the unit owners would not increase over a stated dollar amount and Developer has obligated himself to pay any amount of common expenses incurred during that period and not produced by assessments at the guaranteed level receivable from the other unit owners.

(e) The unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. Also, the grantee in a voluntary conveyance shall be jointly and severally liable with the grantor for unpaid assessments. Liability for assessments may not be avoided by the waiver of use or enjoyment of the common elements or abandonment of the unit. The Association has a lien upon each condominium parcel for any unpaid assessments, interest, costs, and reasonable attorney's fees incurred in the collection of the assessments or enforcement of the lien.

(f) When the mortgagee of any mortgage of record obtains title by foreclosure or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of common expenses and special assessments pertaining to the particular unit or chargeable to the former owner which became due prior to acquisition of title, unless the unpaid expenses or assessments are secured by a lien recorded prior to the recording of the foreclosed mortgage.

1250 1389

ac 1250 v. 1390

(g) Notwithstanding the provisions of these Bylaws for the collection of assessments, during the time that the Developer has agreed that the assessments for common expenses imposed upon the unit owners would not increase over a stated dollar amount, the provisions set forth in these Bylaws with respect to the determination of the amount of assessments for common expenses shall not apply. The provisions applicable to the collection of common expenses do apply.

XI. INDEMNIFICATION OF OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES. The Association shall have the power to indemnify any person who is or was a director, officer, agent or employee of the Association, or who was serving at the request of the Association on its behalf, against any liability asserted against him and incurred by him in any capacity arising out of his status as such, all in accordance with the indemnification provision and limitations of the Florida Corporation Act. The corporation shall have the power to purchase and maintain insurance on behalf of the persons to be indemnified.

XII. AMENDMENT OF BYLAWS. These Bylaws may be altered, amended, repealed, and new Bylaws may be adopted in place thereof, by vote of the owners of a majority of the units after notice as provided by these condominium documents and the condominium statute. No modification, amendment or alteration of the Bylaws shall be valid unless set forth in or annexed to a recorded amendment to the Declaration of Condominium.

XIII. RULES AND REGULATIONS. The Board of Administration

ac 1250 v. 1390

Art 1258 to 1391

may from time to time adopt rules and regulations concerning the possession and use of the condominium property including, by way of description and not limitation, rules with respect to the use of the laundry facilities, the parking and placing of vehicles and items of personal property on the parking areas, use of lawns and other portions of the common elements. Unit owners, their guests and persons using the condominium property with their permission, shall abide by the rules and regulations established by the Board of Administration. In the event the Association must institute legal action to enforce such rules and regulations, or enforce any of the other obligations imposed upon the unit owners by the condominium documents or the condominium statutes, the offending unit owner shall be liable to the Association for reasonable attorney's fees, costs and expenses of such action.

The foregoing were adopted as the Bylaws of BAYWOOD COLONY GARDEN APARTMENTS OWNERS ASSOCIATION, INC., a corporation not for profit by the Developer, incorporators and members of the Association at a meeting held on the 24th day of April, 1978.

George A. Taylor  
Secretary

Approved:

W. Dewey Kemell  
President

Art 1258 to 1391

at 1200 & 1392

MANAGEMENT CONTRACT

THIS AGREEMENT made this 24TH day of APRIL, 1978,  
by and between BAYWOOD COLONY GARDEN APARTMENTS CONDOMINIUM  
ASSOCIATION, INC., a corporation not for profit under the laws  
of the State of Florida, called Association in this contract,  
and W. DEWEY KENNEL, called Manager in this contract, both of  
Sarasota, Florida.

Now witnesseth:

In consideration of the mutual covenants and promises con-  
tained herein, it is agreed between the parties as follows:

1. The Association is the organization formed to operate  
the condominium, BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM,  
located in Sarasota, Florida. The Manager is the developer of  
the Condominium and is familiar with its proposed operation.  
This agreement is to provide for the maintenance and operation  
of the condominium by the manager or his assigns, as the agent  
of the Association. The developer reserved unto himself or his  
assigns the right to manage the Association and the condominium  
property under Paragraph 13 (a) of the Declaration of Condominium.

2. The term of this agreement shall begin with the day of  
the first closing of the sale of a unit in the condominium and  
will terminate 90 days after notice of termination is given by  
either party to the other.

3. Manager will provide for the maintenance and operation  
of all improvements and of the grounds of the condominium.  
Maintenance and operation will include the making of repairs and  
the performing of such other functions and services as are  
required to maintain and operate the condominium in a first-

EXHIBIT 10

at 1200 & 1392

Page 1

K.C. 1250 1393

class manner as would be expected of an efficient apartment building operation. The operation of the condominium shall include the performance of all duties and responsibilities required of the Association by the condominium documents other than those reserved specifically to the Board of Directors of the Association.

Manager will provide a responsible person or persons who will be elected an officer or officers of the Association in order that the maintenance and operation of the condominium shall be conducted in the name of the Association.

4. Developer has elected the option provided in Florida Statutes 718.116(a)(b) which guarantees to each purchaser of a condominium unit that the assessments for common expenses will not increase over the amount stated in the Declaration of Condominium, together with the special assessment to be levied in December of each year in order to pay prepaid insurance premiums. So long as such election continues, all funds collected by the Developer from the unit owners as assessments and the special insurance assessment shall be paid to the Developer and he shall furnish for the benefit of the condominium unit owners the services set forth in Paragraph 13(b) (1) through (7) of the Declaration of Condominium.

5. The termination of the agreement between Developer and the unit owners to provide the services for the Condominium for a fixed monthly fee as provided in Paragraph 13(b) of the Declaration of Condominium, all funds collected by the Manager from assessments against the unit owners shall be deposited in bank accounts of the Association, and the person or persons furnished by Manager for that purpose shall be authorized by the Association



at 1200 & 1394

to withdraw funds from these accounts in payment of the costs of maintenance and operation of the condominium.

All persons handling or responsible for funds of the Association shall be bonded at the expense of the Association.

6. During such times as the Developer is managing the Association and the condominium property for a fixed fee, the costs of the management shall be paid by the Developer. At such time as the management of the Association and condominium property for a fixed fee is terminated, all direct costs of maintenance and operation of the condominium, including the services of Manager's employees directly engaged in that work shall be paid by the Manager from the funds of the Association, as an expense of the Association. In addition, the Manager shall receive for its services of supervision and consultation a fixed fee of \$37.50 per month per unit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24TH day of APRIL, 1978.

Signed, sealed and delivered in the presence of:

BAYWOOD COLONY GARDEN APARTMENTS  
CONDOMINIUM ASSOCIATION, INC.

Paul E. Knackel  
Charles H. Jacobs

By W. Dewey Kennell  
President

Attest: Paul E. Knackel  
Secretary

W. Dewey Kennell  
W. DEWEY KENNEL, Manager

Paul E. Knackel  
Charles H. Jacobs

at 1200 & 1394

1236 1395

ASSIGNMENT

The undersigned, does hereby sell, set-over and assign unto FLORIDA REALTY, INC., all of his right, duties and obligations provided by the terms of a Management Contract dated APRIL 24TH, 1978, between himself as Manager, and BAYWOOD COLONY GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC., as Association, to manage the condominium known as BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM. This assignment may be cancelled by either party upon thirty (30) days notice in writing to the other party, in which event the rights, duties and obligations of the Manager as provided in the above-described agreement shall be those of the undersigned assignor, W. DEWEY KENNELL.

IN WITNESS WHEREOF, I have set my hand and seal this 24TH day of APRIL, 1978.

*W. Dewey Kennell*  
W. DEWEY KENNELL

REC'D AND RECORDED  
MAY 12 12 37 PM '78

838928

1236 1395

( )

**BAYWOOD COLONY GARDEN APARTMENTS, INC.  
BOARD OF DIRECTORS MEETING**

*MAY 27, 1992*

**SUGGESTED MOTION**

A motion was made by BEN SETTLE and seconded by ANN MUSKIN to adopt the Book of Resolutions as produced by Condominium Management, Inc. for Baywood Colony Garden Apartments, Inc. to comply with the 1991 Amendments to State Statute #718 with the following additions and comments:

**92.01** Election process - Accept as written.

**92.02** Location where all meeting notices and agendas will be posted is in the laundry room bulletin board.

**92.03** Special Meeting notice to owners - Accept as written.

**92.04** Accept Option #3 - Allow owners to speak up to three (3) minutes during meeting after calling of the agenda item. Accept balance as written.

**92.05** Board Meeting agendas - Accept as written.

**92.06** Committee Meeting agendas - Accept as written.

**92.07** Member Meeting agendas - Accept as written.

**92.08** Complete Hurricane Specification Sheet as passed at the 1992 Board of Directors Meeting.

**92.09** Copies of Documents and Question and Answer Sheet - Accept as written.

**92.10** Inspection of Association's records - Accept as written.

Call for vote of Board. MOTION PASSED BY ALL MEMBERS  
PRESENT.