

EXHIBIT "C" TO DECLARATION

BY-LAWS

OF

THE REMINGTON AT BAY COLONY CONDOMINIUM ASSOCIATION, INC.

1. **IDENTITY** - These are the By-Laws of The Remington At Bay Colony Condominium Association, Inc., a nonprofit Florida Corporation formed for the purpose of administering The Remington at Bay Colony, a Condominium which is or will be located in Bay Colony, Pelican Bay, at Naples, Collier County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1. **OFFICE** - The office of the Association shall be at the Condominium or such other location within the County as may from time to time be determined by the Board of Directors.

1.2. **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3. **SEAL** - The seal of the Association shall be circular in shape, bear the abbreviated name of the Association, the word "Florida," and the year of establishment, 1994.

2. **MEMBERS' MEETINGS**

2.1. **ANNUAL MEETINGS** - Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, no later than the month of April each year, in conjunction with the election of Directors and for transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEETINGS - Special member's meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written petition signed and dated from at least 25% of the Association voting interests. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of the meeting. In the event that the Board of Directors adopts a budget requiring assessments exceeding 115% of the assessments for the preceding year, the Board upon written application of 10% of the voting interests shall call a special meeting of the unit owners to consider and enact an alternate budget. Members meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of members meetings including a recall meeting and the annual meeting, which must include an identification of agenda items, shall be delivered or mailed to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the meeting, provided however, that any election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4. next following. An officer of the Association or the Manager shall execute an affidavit of mailing or delivery per F. S. 718.112(2)(d)(2) or provide a United States Postal Certificate of Mailing which shall be retained in the official records of the Association as proof of such mailing or delivery. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least 14 continuous days prior to the annual meeting. The Board, upon notice to unit owners shall by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

2.4. BOARD ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular or general election shall occur at the time and place at which the annual meeting is scheduled to occur, regardless of whether a quorum is present.

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. It must contain the name and correct mailing address of the Association. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the scheduled election the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than 35 days before the election, on one side of a sheet, no larger than 8 1/2 inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall not edit, alter, or otherwise modify the content of the information sheet and shall have no liability for its contents. The Board shall hold a meeting within 5 days after the deadline for the candidates to provide their notices to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person.

2.4.2. A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance from

a member of the Board of Administration or other unit owner but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

2.4.3. There is no quorum requirement; however at least 20 percent of the eligible voters must cast a valid ballot to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.4. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

2.5. **NOTICE - OWNERS BUDGET MEETING** - Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2.6. **NOTICES SPECIFIC** - All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting and shall incorporate an identification of agenda items.

2.7. **QUORUM** - A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may be required by F.S. 718 or the documents require a larger percentage in which case the percentage required in F.S. 718 or the Documents shall govern.

2.8. **OWNER PARTICIPATION** - Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be

adopted in advance and in written form. Any unit owner may tape record or videotape a meeting of the unit owners subject and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

2.9. INDIVISIBLE VOTE - Each unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted. Voting certificates are not authorized.

2.10. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Secretary before or at the voter registration immediately preceding the meeting. A photographic, photostatic or equivalent reproduction of a proxy is a sufficient proxy. Except as specifically otherwise provided in this paragraph, or by the Condominium Act from time to time, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

2.11. **NO QUORUM** - If any meeting of 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.

2.12. **ORDER OF BUSINESS** - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, may be:

- (a) Election of a Chairman of the meeting, unless the President or Vice President of the Association is present then he (or she) shall preside.
- (b) Collection of ballots.
- (c) Checking of signatures and unit identifications on ballot outer envelopes against the eligible voter lists.
- (d) Registering proxies and counting votes.
- (e) Proof of Notice of meeting or waiver of notice.
- (f) Calling of the roll.
- (g) Reading and disposal of any unapproved minutes.
- (h) Reports of Directors.
- (i) Reports of Committees.
- (j) Announcement of the results of the election of Directors.
- (k) Unfinished business.
- (l) New business.
- (m) Adjournment.

3. **BOARD OF DIRECTORS**

3.1. **NUMBER, TERM, AND QUALIFICATIONS.** The affairs of the Corporation shall be governed initially by a Board composed of three (3) persons appointed by the Developer. The Developer-appointed Board may be, at the Developer's option, expanded to five (5) persons. The Board, after turnover of control by the Developer, may consist of three to five as may be determined from time to time by the voting interests of the Association. All non-Developer

Directors shall be members or spouses of members. All officers of a corporation, trust, partnership or other such owner shall be deemed to be members so as to be eligible for Board membership. Directors shall be elected by the Voting Interests as to regular or general elections at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present, except for Developer-appointed Directors. After turnover, members of the Board shall be elected with a majority elected for two (2) years and the balance elected for one (1) year to provide continuity. Those persons receiving the highest number of votes shall serve the two year terms. In the event of a tie, for a designated position on the Board the tie shall be resolved by agreement of the candidates, if possible; otherwise a runoff election must be held in accordance with Rule [REDACTED] of the Florida Administrative Code.

3.2. TERM OF SERVICE - The term of each Director's service, except in the case of a vacancy caused by recall, shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act by a majority of the voting interests. A Board member appointed by the Board to replace a recalled Board member shall fill the vacancy until the next regularly scheduled election for any position. Provided that a seat held by a Director who ceases to be an owner shall thereby automatically become vacant.

3.3. BOARD VACANCIES - Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors; provided, however, that if a majority or more of the Board members are removed by recall the vacancies shall be filled in accordance with Rule 61B-23.0027 (if at a meeting) or with Rule 61B-23.0028 (if by written agreement), Florida Administrative Code; provided further that a Director who has been recalled by the membership may not be appointed to fill the

vacancy created by his removal; and further provided that during the time that both the Developer and unit owners other than the Developer have representation on the Board, the filling of vacancies shall be in compliance with the provisions of Rule 61B-23.001(12), Florida Administrative Code. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office.

3.4. ORGANIZATIONAL MEETING - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting. Election of officers may be by secret ballot.

3.5. 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, unless noticed previously, shall be given to each Director personally or by mail, telephone or telecopier at least three days prior to the day named for such meeting.

3.6. SPECIAL MEETINGS - Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three day's notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.7. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.8. NOTICE TO OWNERS - Notices of Directors meetings, and meetings of committees to make recommendations regarding the Association budget or which have the authority to take action on behalf of the Board shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Notices shall specifically incorporate an identification of agenda items. Meetings at which a regular assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use 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 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person providing the notice and filing among the official records of the Association. Upon prior notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted.

3.9. OWNER PARTICIPATION Meetings of the Board of Directors and any committee thereof required to give notice pursuant to 3.8 above, at which a quorum of the members of that committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all identified agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be adopted in advance and in written form. Unit owners shall have the right to tape record or videotape the meetings of the Board of Administration or Committee subject and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

3.10. BOARD MEETINGS, QUORUM AND VOTING - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings, except as may be provided by the Condominium Act from time to time, and a vote or abstention for each member present shall be recorded in the minutes. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.11. PRESIDING OFFICER - The presiding officer at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.12. DIRECTOR COMPENSATION - Directors shall serve without pay unless the voting interests annually authorize Director's fees, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Florida Non-profit Corporation Act (F.S. 617), the Condominium Act, Chapter 61B, Florida Administrative Code, the Declaration of Condominium, the Corporate Charter and these By-laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO ADOPT BUDGETS, BORROW MONEY AND MAKE AND COLLECT ASSESSMENTS AGAINST owners to defray the costs of the Association.

4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

4.3. TO MAINTAIN, REPAIR, REPLACE AND OPERATE the Condominium property.

4.4. TO ENACT RULES AND REGULATIONS concerning the use of the common elements and the units, subject to any limitations contained in the Condominium Act and the Declaration of Condominium.

4.5. TO RECONSTRUCT THE CONDOMINIUM PROPERTY AFTER CASUALTY and the further improvement of the property.

4.6. TO APPROVE OR DISAPPROVE PROPOSED ACTIONS in the manner provided by the Condominium Declaration.

4.7. TO ENFORCE by legal means the provisions of applicable laws and the condominium documents.

4.8. TO CONTRACT FOR MANAGEMENT of the Condominium.

4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominium and not billed to owners of individual units.

4.11. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and

licenses over the condominium property necessary or desirable for proper operation of the Condominium.

4.13. TO COMPLY WITH REQUIREMENTS FOR ENTERING CONTRACTS FOR PRODUCTS AND SERVICES - All contracts for the purchase, lease or renting of materials or equipment or for services, or which are not to be fully performed within one year, shall be in writing. As to any such contract which requires payment exceeding 5 percent of the total annual budget of the Association including reserves except for contracts with employees of the Association, and for attorneys, accountants, architects, engineering and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. This Paragraph shall be deemed to incorporate the provisions of the Condominium Act as it exists from time to time.

4.14. TO LEVY FINES - The Directors may, pursuant to F.S. 718.303, impose fines not to exceed \$100.00 per violation, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00.

4.14.1. HEARING NOTICE - The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the declaration, association charter, bylaws, or rules and regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

4.14.2. RESPONDENT'S RIGHTS - The party against whom the fine or sanction may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

4.14.3. HEARING COMMITTEE - The hearing must be held before a committee of other unit owners, none of whom are members or spouses of members, of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied.

4.15. TO APPOINT COMMITTEES - The Directors may appoint committees except that committees for the purpose of nominating candidates for election to the Board of Directors are prohibited. The Board may, however, appoint a search committee to encourage qualified persons to become candidates for the Board. All committees and committee members shall serve at the pleasure of the Board.

4.16. TO MAINTAIN FIRE SAFETY COMPLIANCE - The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.

4.17. TO ADOPT SPECIFICATIONS FOR HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane shutter specifications for the building which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building

code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The non-shuttered unit windows of architect approved laminated glass meeting code which are part of the original construction shall not be covered by external hurricane shutters as set forth in Rule 10 of the Rules and Regulations which is incorporated herein by reference.

4.18. TO HAVE THE FOLLOWING EMERGENCY POWERS - The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

4.18.1. In anticipation of or during any emergency defined in Section 4.18.6. below, the Board of Directors of the Association may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.18.2. During any emergency defined in Section 4.18.6. below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;

(b) The Director or Directors in attendance at a meeting shall constitute a quorum.

4.18.3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(a) Binds the Association; and

(b) Shall have the presumption of being reasonable and necessary.

4.18.4. An officer, director, or employee of the Association acting in accordance with any emergency By-laws is only liable for willful misconduct.

4.18.5. The provisions of these emergency By-laws shall supersede any inconsistent or contrary provisions of the By-laws for the period of the emergency.

4.18.6. An emergency exists for purposes of this Section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

5. OFFICERS

5.1. **EXECUTIVE OFFICERS** The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary.

5.2. **PRESIDENT - POWERS AND DUTIES** The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. **VICE PRESIDENT - POWERS AND DUTIES** - The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. **SECRETARY - POWERS AND DUTIES** - The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices

required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5. TREASURER - POWERS AND DUTIES - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. EMPLOYEE COMPENSATION - The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

5.7. INDEMNIFICATION - Every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty of willful malfeasance, misfeasance or nonfeasance in the performance of

their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, officer or committee member may be entitled by common law or statute.

5.8. DELEGATION - To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

6. MINUTES AND INSPECTION OF RECORDS - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, except those which may be exempted by the Condominium Act and/or the Rules of the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time, shall be available for inspection by unit owners and Board members within 5 working days after receipt of a written request by the Board or its designee. This provision shall be deemed to have been complied with by having a copy of the official records available for inspection or copying on the condominium or Association property. Provided, however, that the Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1. BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance and management fees, if any, and for all of the unpaid operating expenses previously incurred. It shall accrue reserves per F.S. 718.112(2)(F)(2)

which may later be waived by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year.

7.2. MAILING - A copy of the proposed annual budget shall be mailed or delivered to the unit owners not less than 14 days prior to the meeting of the directors at which the budget will be adopted together with a notice of the meeting.

7.3. ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable in installments of from one to three months in advance and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed in the Public Records of Collier County, Florida and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4. SPECIAL ASSESSMENTS AND CHARGES - Assessments and charges for expenses which are not provided for and funded in the Budget shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

7.5. ASSESSMENT ROLL - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the

Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

7.6. LIABILITY FOR ASSESSMENTS AND CHARGES - A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. A first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. Such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association. This Section shall be deemed amended as necessary to remain in accordance with F. S. 718.116 as it exists from time to time.

7.7. LIENS FOR ASSESSMENTS - The unpaid portion of an assessment including an accelerated assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116.

7.8. UNPAID CHARGES - Unpaid charges which are due together with costs, interest and reasonable attorney's fees including appeals for collection

shall be the basis for an action at law by the Association against the unit owner.

7.9. COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS - Assessments paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from time to time (now 18% per annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION - SUIT - The Association, at its option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the assessment lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed. The lien created by F.S. 718.116(5)(a) shall secure only assessments, interest, costs and attorneys fees and not fines, charges or other fees.

7.11. **ACCOUNTS** - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12. **ASSOCIATION DEPOSITORY** - The depository of the Association shall be a bank or banks or state or federal savings and loan associations or a member firm of the New York Stock Exchange with offices in Florida and as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.13. **COMMINGLING OF FUNDS PROHIBITED** - All funds shall be maintained separately in the Association's name provided that reserve and operating funds may be commingled for purposes of investment, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431.

7.14. **FINANCIAL REPORTS** - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with F.S. 718.111(13) or in lieu thereof (if required by Rule 61B-23.004 Florida Administrative Code) a complete set of financial statements. A copy of the report or the financial statements shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting.

7.15. FIDELITY BONDING - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Secretary and Treasurer of the Association in an amount not less than \$50,000.00 for each person, but in no event less than the minimum required by the Condominium Act from time to time based upon the total of the Association annual budget, including reserves. The Association shall bear the cost of bonding.

8. PARLIAMENTARY RULES - A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation or By-Laws of the Association or with the laws of the State of Florida.

9. BY- LAW AMENDMENTS - After turnover, amendments to the By-Laws shall be adopted in the following manner:

9.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which or by which a proposed amendment is considered.

9.2. PROPOSAL OF AMENDMENTS - An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests.

9.3. ADOPTION OF AMENDMENTS - A resolution or written agreement adopting a proposed amendment must receive approval of sixty-seven percent (67%) of the voting interests of the Association. Prior to turnover, amendments may be adopted by the Board alone.

9.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

9.5. AUTOMATIC AMENDMENT - These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the

Declaration of Condominium, the Association Articles of Incorporation, or the Condominium Act as amended from time to time.

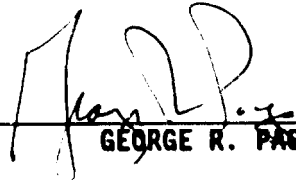
9.6. **PROPOSED AMENDMENT FORMAT** - Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

10. **VOTING ON FOUNDATION MATTERS** - Each Condominium Unit shall be entitled to one vote as a Class A Member of the Pelican Bay of Naples Foundation, Inc. as defined in that certain Declaration and General Protective Covenants dated May 7, 1979, as amended from time to time, notwithstanding that the same Owner may own more than one Unit or that Units may be joined together and occupied by one Owner. In the event of a Joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by one of such Joint Owners by agreement of the remainder of the Joint Owners; however, no split voting shall be permitted. The Secretary of the Condominium Association shall tabulate all votes on any Pelican Bay of Naples Foundation, Inc., matter and send the results of such tabulation to the Secretary of Pelican Bay of Naples Foundation, Inc.

11. **VOTING ON BAY COLONY MATTERS** - Voting on Bay Colony matters shall be as provided in the Bay Colony documents.

12. **MANDATORY ARBITRATION OF DISPUTES** - If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation.

The foregoing were adopted as the first By-Laws of THE REMINGTON AT BAY COLONY CONDOMINIUM ASSOCIATION, INC. on this 6th day of June, 1996.



GEORGE R. PAGE, PRESIDENT



THE REMINGTON AT BAY COLONY, A CONDOMINIUM

EXHIBIT 'D'

RULES AND REGULATIONS

A. GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Garage parking spaces are assigned and no unit owner or occupants may park more than two (2) vehicles in the garage unless additional spaces have been assigned to the unit. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Directors. Vehicle maintenance, except car washing in the designated area, is not permitted on the Condominium property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on condominium property. Provided that the Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of units, as are commercial vehicles used by vendors of the Association while engaged in work at the condominium.

2. Recreational facilities will be used in such a manner as to respect the rights of others, and the Directors may regulate duration of use, hours of opening and closing and schedule their use.

3. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Directors.

4. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium or Association property visible from the exterior of the building or from common elements without the prior written consent of the Directors. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. Balcony tile and floor covering colors must be approved by the Board.

5. All common elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to unit owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Directors, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the common elements caused by themselves, their tenants, guests and family members.

6. One dog no more than 15 inches tall at the shoulder at maturity, or two cats and no more than 2 birds, tropical fish and other customary non-exotic (snakes are prohibited) quiet and inoffensive household pets not being kept or raised for commercial purposes shall be permitted upon the following conditions:

a. No pets shall be permitted in the pool area, leashed or unleashed.

b. Elsewhere on the common elements and Bay Colony common property, pets shall be under hand-held leash or carried at all times.

c. Messes made by pets must be removed by owners or handlers immediately. The Directors shall designate the portions of the property which shall be used to accommodate the reasonable requirements of unit owners who keep pets.

d. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance

or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the condominium property within three (3) days.

e. Guests and tenants are not permitted to have pets.

f. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

7. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of the garbage disposal units. Specifically, trash placed in trash chutes must be securely bagged and may not contain breakable glass objects. Breakable glass objects must be left in the trash chute rooms for pickup by the housekeeper. Food and vegetable scraps are to be disposed of in the individual unit garbage disposals.

8. All persons occupying units other than the owners shall be registered with the Manager or other designate of the Association at or before the time of their occupancy of the unit. This includes renters and house guests.

Units may not be rented for periods of less than one (1) consecutive month nor more than three (3) times a year. A copy of these Rules and Regulations must be given to the tenants and guests by the unit owner, or the unit owner's agent. No unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a unit overnight than the number of bedrooms times two, plus two.

This regulation may not be amended in a way that would be detrimental to the sales of units by the developer so long as the developer holds units for sale in the ordinary course of business.

9. The Association shall retain a pass key to the units, and the unit owners shall provide the Association with a new or extra key whenever locks are

changed or added for the use of the Association pursuant to its statutory right to access to the units. Duplication of unit owners' keys to common element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Resident Manager.

10. Children shall be under the direct control of a responsible adult. Children under 12 may not use the pool, or waterfront areas unaccompanied by an adult nor shall they be permitted to run, play tag or act boisterously on the condominium property. Skateboarding, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the Directors.

11. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

12. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Directors.

13. Illegal and immoral practices are prohibited.

14. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.

15. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.

16. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the units or limited common elements (balconies, terraces and cabanas), and such apparel and accessories shall not be exposed to view.

17. No nuisance of any type or kind shall be maintained upon the Condominium property.

18. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building or contents thereof, without the prior written consent of the Directors. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law or building code.

19. Persons moving furniture and other property into and out of units must use the designated access door into the condominium and the elevators designated by the Directors as service elevators and all such moving must be Mondays through Saturdays between the hours of 8:00 A. M. and 5:00 P. M. Moving vans and trucks used for this purpose shall only remain on condominium property when actually in use.

20. Repair, construction, decorating or re-modeling work shall only be carried on on Mondays through Saturdays between the hours of 8:00 A. M. and 5:00 P. M. and the rules for decorators and subcontractors set forth on Pages 9, 10 and 11 must be complied with.

21. These Rules and Regulations shall apply equally to owners, their families, guests, domestic help and lessees.

22. The Board of Directors of the Association may impose a \$100.00 fine for each violation of these Rules and Regulations or any of the condominium documents.

23. The Condominium and management staff are not permitted to do private work for unit owners, their families, tenants or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

24. Hurricane shutters have been designed and will be installed by the developer for all balconies appurtenant to condominium units. These shutters meet or exceed standards set forth in the Standard Building Code (applicable to Collier County) for buildings in the coastal zone and in excess of 60 feet in height. Non-balcony condominium unit windows are a special architect approved laminated glass and have been designed and installed to meet or exceed the wind load and windborne debris impact standards of the hurricane shutters. Consequently, such windows in the condominium units, as built, meet or exceed the requirements of the applicable building code for hurricane protection. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters shall not be installed on or over non-balcony windows in the condominium units. If such non-balcony windows in the condominium units are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specifications of the original glass and which comply with the applicable building code.

25. These Rules and Regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Reference should be made to the Condominium and Community Associations' documents.

B. PROCEDURE AND RULES FOR USE OF GUEST SUITES

1. Guest Suites are part of the Common Elements, and they are for the use and the convenience of Remington unit owners and their guests while the host unit owner is in residence. The guest suites are not for extended use or for public use.

2. Reservations should be made through the office of the Resident Manager, who will also assist in authorizing access for your guest(s) into Bay Colony and, where appropriate, the Bay Colony Beach Club.

3. Requests for reservations will be handled on a first come, first serve basis; however, both suites may not be reserved by one owner, unless no other requests are received for the same dates. Also, to assure that all unit owners have fair and equitable access to the suites for their guests, any one owner is limited to two (2) consecutive uses, and to a maximum of three (3) uses per calendar year, unless demand for the guest suites indicates that this rule may be changed from time to time to best accommodate the needs of all unit owners.

4. The maximum stay for guests is seven (7) days, unless an extension has been specifically authorized by the Resident Manager for not more than seven (7) additional days.

5. The guest suite use fee is currently \$60.00 per day "in season" (November 1 through April 30) and otherwise is \$40.00 per day.

6. Please notify the Resident Manager as soon as possible, but at least 24 hours prior to the date for which the suite is reserved, of any need to cancel your reservation. Your fellow unit owners would appreciate this courtesy.

7. Guests may register and pick up keys at The Remington security desk after 3:00 P.M. Check-out time is 12:00 noon. A registration form will be available at the security desk at the time of check-in. The guest's name, address, telephone number and vehicle registration information will be requested.

8. Maid service will be provided daily unless otherwise requested.

9. Long distance telephone calls may only be made by credit card or reverse charges on the telephone in the guest suite.

10. The host unit owner will be responsible for any damage to the guest suite or to other association property caused by the guest, as well as for the guest's compliance with all applicable Remington At Bay Colony Rules and Regulations, which will be available in the guest suite.

11. After the guest's departure, a billing statement will be forwarded to the host unit owner.

12. The guest suites are part of the Common Elements of the Association and therefore subject to Florida law which prohibits smoking in the interiors of these areas. Your guest's compliance is appreciated.

13. These rules and procedures may be changed without notice.

C. RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

1. The unit owner must pre-register with the Resident Manager giving him the name, address, telephone number and FAX number of the unit owner's representative who will be overseeing the work being done in the unit whether it be the interior decorator, the general contractor or the unit owner.

2. Prior to commencing work, the unit owner's representative must submit to the Resident Manager, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the unit, together with a schedule for their work.

3. The Resident Manager will coordinate with the unit owner's representative the issuance of temporary passes for access for decorators and contracts into Bay Colony through the construction gate located on Vanderbilt Beach Road.

4. Work hours are 8:00 AM to 5:00 PM, Monday through Saturday.

5. The contractor and all sub-contractors must be Type "B" licenses in Collier County and submit proof of same for the Resident Manager's file.

6. Prior to authorization for access, the contract and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the Resident Manager's file.

7. All vehicles and persons will enter the building through the lower parking garage at the north side of the building (maximum vehicle height is 6'8"). There they will be registered by a Security Guard.

8. Workers will be allowed to unload their materials and equipment close to the elevators designated for them, one on the south side and one on the north side. Designated passenger elevators are not to be used at anytime. Elevator sizes are 5' x 7' x 9' in height.

9. After unloading, works must park their vehicles in the designated area of the garage or other areas specified by the Resident Manager or garage Security Guard.

10. Work preparations will not be allowed in the garage, i.e. mixing of paints, mud, grout, etc.

11. Trash chutes are not to be used, nor is any trash to be left in units or hallways. The Resident Manager or the garage Security Guard will provide information on disposal of trash.

12. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

13. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Resident Manager or garage Security Guard for location of cleaning area.

14. Sub-contractors are not to use carts owned by The Remington. (Supply your own.)

15. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.

16. No radios will be allowed in the building unless used with headphones.

17. Access to the individual condominium units must be coordinated through the owner, decorator or other designee.

18. Do not tamper with or hang extension cords from any of the sprinkler heads.

19. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particulates, i.e. sanding and painting.

20. Workers are not to wander around in areas other than the specific area or unit they are assigned to.

21. **FLOORING** - Each unit owner who elects to install in any portion of his unit hard surface flooring materials (i.e., tile, marble, wood) shall first be required to install an approved sound underlayment material equivalent to 1/4 inch of cork and perimeter sound isolation material installed in accordance with the procedures as generally provided below. Each unit owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. Installation procedures shall meet or exceed the following:

A. Isolation Barrier

1. At the perimeter of the entire floor, and the periphery of all protrusions to that floor; fiberglass board (6-15 pcf) not less than 3/8 of an inch (9.525 millimeters) thick, to minimize flanking, should be used within 1/4" (6.35 millimeters) of the finished surface.

2. Closed cell polyethylene foam (2.7 - 9 pcf) not less than 1/4 of an inch thick (6.35 millimeters) may also be used as the perimeter isolation barriers.

3. The fiberglass board or the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be trimmed within the 1/4" of the finished surface after the tile is grouted, therefore keeping any hard residue out of the perimeter grout joints.

B. After the tile is set and grouted, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions such as pipes, so as not to have any of the mortar, bond coat, or grout, touching the wall or any protrusions that penetrate the floor. Should any of the hard material from the installation make contact between the tile or setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur. After grouting, but before the edges are caulked, trim the polyethylene sheeting back to the top of the fiberglass or polyethylene foam edging.

C. A sealant is required at the perimeter of the entire floor, and the periphery of all protrusions to that floor.

1. This joint shall be 1/4" wide (6.35 millimeters) from the finished top of the tile. This joint must be filled with an elastomeric sealant or an acoustical sealant. Hard grout is unacceptable.

2. This caulking can be done before or after grouting as long as the hard grout is left out of the joint between the floor and the wall and around the periphery of any protrusion.

3. If USG acoustical sealant is used, the joint can be painted to conform with the color of the grout used in the field.

4. Dow-Corning and G.E. Silicone sealant comes in a variety of colors to harmonize with the color of the tile.

21. Unit owner is responsible for his decorator's, contractor's and sub-contractor's actions and inactions while on the premises and in Bay Colony. Decorators, contractors, and sub-contractors are on the premises at their own risk and agree to indemnify and hold harmless the Condominium Association, Bay Colony Community Association, WCN Communities, Inc. and Bay Colony of Naples, Inc. for any liability or damages which might arise in connection with their activities on the premises or in Bay Colony.

22. Should a decorator, contractor or sub-contractor discover a defect in a unit, they must notify the Resident Manager immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.

23. Smoking, while discouraged, will only be allowed in the individual units with the owner's permission.

24. Please help us keep the building clean.

All of your activities will be monitored during the day. Non-compliance may result in you or your company being barred from the building.

If you have any questions please contact The Remington Resident Manager.

D. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS

I. THE RIGHT TO SPEAK:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-laws.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit unit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Unit owner participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

5. A unit owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While a unit owner is speaking he or she must address only the Chair, no one else is permitted to speak at the same time.

7. A unit owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit a unit owner to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chair will have the sole authority and responsibility to see to it that all unit owner participation is relevant to the subject or motion on the floor.

II. THE RIGHT TO VIDEO OR AUDIOTAPE:

1. The audio and video equipment and devices which unit owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours advance written notice shall be given to the Board by any unit owner desiring to utilize any audio and/or video equipment to record a meeting.

III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN THE LOCKED, GLASS FRONTED BULLETIN BOARD IN THE MAIL ROOM.

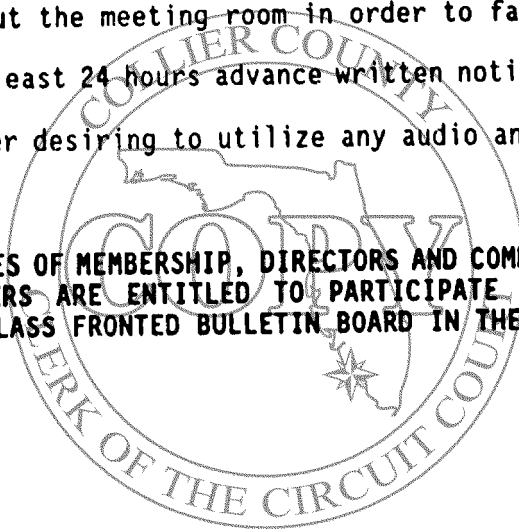


EXHIBIT "E"
DESCRIPTION OF LAND SURVEYED

ALL THAT PART OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE EAST LINE OF SAID SECTION 32, NORTH 00°-38'-50" WEST 3437.06 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD S-862 (VANDERBILT BEACH ROAD);
THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 80°-08'-20" WEST 826.38 FEET;
THENCE SOUTH 09°-51'-40" WEST 175.00 FEET;
THENCE SOUTH 40°-00'-00" EAST 38.00 FEET;
THENCE SOUTH 09°-51'-40" WEST 533.88 FEET TO A POINT ON A CURVE;
THENCE SOUTHWESTERLY 288.29 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 36°-42'-24", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 56°-42'-48" WEST 283.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTHWESTERLY 171.16 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 21°-47'-36", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°-27'-48" WEST 170.13 FEET TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHWESTERLY 63.98 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 745.00 FEET, THROUGH A CENTRAL ANGLE OF 04°-55'-14" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 19°-01'-37" WEST 63.96 FEET;
THENCE SOUTH 83°-37'-15" WEST 256.45 FEET;
THENCE NORTH 86°-29'-29" WEST 178.75 FEET TO THE STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES COASTAL CONSTRUCTION CONTROL LINE (PER REVISED MAP OF RECORD RECORDED JULY 29, 1980, COLLIER COUNTY, FLORIDA);
THENCE ALONG SAID COASTAL CONSTRUCTION CONTROL LINE NORTH 08°-27'-34" WEST 333.73 FEET TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OR BOOK 1073, PAGE 1444;
THENCE SOUTH 80°-08'-20" EAST 590.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;
BEING A PART OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA;

CONTAINING 3.2 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "F"

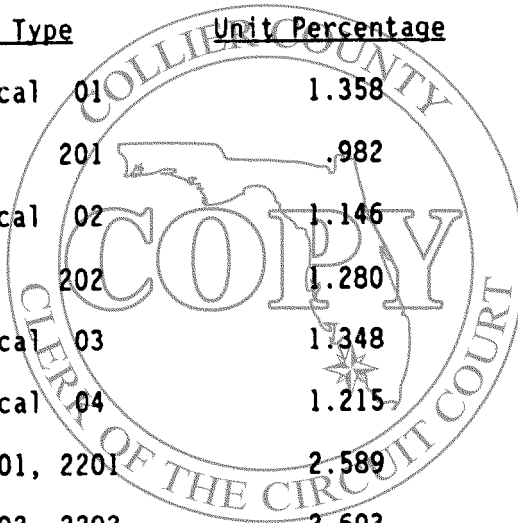
THE REMINGTON AT BAY COLONY, A CONDOMINIUM

PERCENTAGES OF OWNERSHIP

The unit owners shall own the following percentages of the common elements and common surplus, and shall be obligated for the same percentages of the common expenses - which percentages have been calculated upon the square footage of each type of unit in relation to the total square footage of all the units in the condominium.

Unit types 01 through 04 are the last two digits in the individual unit identification numbers appearing on Exhibit "B", the Condominium Plot Plan.

<u>No. of Units</u>	<u>Unit Type</u>	<u>Unit Percentage</u>	<u>Total Percentages</u>
17 Residence	Typical 01	1.358	23.086
1 Residence	201	.982	.982
17 Residence	Typical 02	1.146	19.482
1 Residence	202	1.280	1.280
17 Residence	Typical 03	1.348	22.916
18 Residence	Typical 04	1.215	21.870
2 Residence	PH2101, 2201	2.589	5.178
2 Residence	PH2102, 2202	2.603	<u>5.206</u>
TOTAL			100.000%



PREPARED BY:
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5121 CASTELLO DRIVE, SUITE 1
NAPLES, FLORIDA 33940
TELEPHONE: (941) 263-5040

CONSENT OF MORTGAGEE

SunTrust Bank,
COMES NOW, Tampa Bay, formerly known as SunBank of Tampa Bay, the owner and holder of that certain Mortgage given by WCI Communities Limited Partnership, a Delaware limited partnership, dated September 26, 1995 and recorded September 27, 1995, in O. R. Book 2103, Page 1373, Public Records of Collier County, Florida, and consents to submitting the land described in the Declaration of Condominium of **The Remington at Bay Colony**, A CONDOMINIUM, to the condominium form of ownership in the manner and form set forth therein.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this
4th day of June 1996

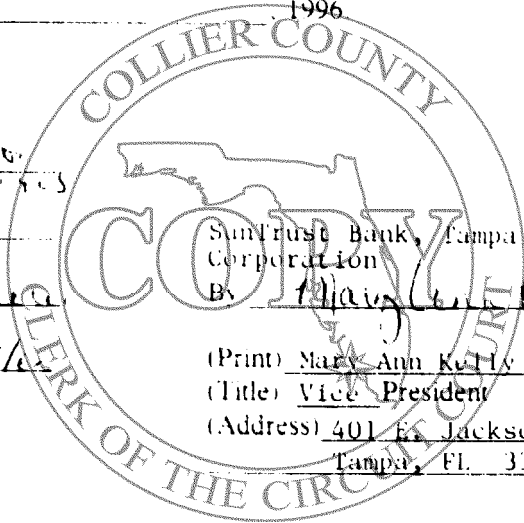
WITNESSES:

(Sign) Thad D. Kirkpatrick

(Print) _____

(Sign) Mary Ann Kelly

(Print) Mary Ann Kelly



SunTrust Bank, Tampa Bay, a Florida Banking Corporation

By Mary Ann Kelly

(Print) Mary Ann Kelly

(Title) Vice President

(Address) 401 E. Jackson Street

Tampa, FL 33602

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4th day of June, 1996, by Mary Ann Kelly, as Vice President of SunTrust Bank, a Florida Banking corporation, on behalf of said corporation. ~~He~~ She is personally known to me or has produced N/A as identification.

NOTARY PUBLIC:

(Sign) Thad D. Kirkpatrick

(Print) Thad D. Kirkpatrick

State FLORIDA At Large (SEAL)

My Commission Expires _____

PREPARED BY:
THAD D. KIRKPATRICK, ESQUIRE
ALLEN, KNUDSEN, DEBOEST & ROBERTS, P A
5121 CASTELLO DRIVE, SUITE 1
NAPLES, FLORIDA 33940
TELEPHONE (941) 263-5040

CONSENT OF MORTGAGEE

COMES NOW, Westinghouse Electric Corporation, a Pennsylvania corporation, the owner and holder of that certain Subordinated Mortgage given by WCN Communities, Inc., a Florida corporation, dated July 23, 1995 and recorded, in O. R. Book 2081, Page 740, as modified by Amendment to Subordinated Mortgage, recorded in O. R. Book 2081, Page 2022, and as modified by Subordination Agreement recorded in O.R. Book 2103, Page 1361; all of the Public Records of Collier County, Florida, and consents to submitting the land described in the Declaration of Condominium of **The Remington at Bay Colony, A CONDOMINIUM**, to the condominium form of ownership in the manner and form set forth therein.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 5th day of June, 1996.

WITNESSES:

(Sign) David A. Brakowiecki Westinghouse Electric Corporation,
a Pennsylvania corporation

(Print) David A. BRAKOWIECKI

(Sign) William F. Stoll, Jr.

By: _____

(Print) William F. Stoll, Jr.

(Print) William F. Stoll, Jr.

(Title) Vice President

(Address) 11 Stanwix St
Pittsburgh, PA 15222

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this 5th day of June, 1996, by William F. Stoll, Jr., as Vice President of Westinghouse Electric Corporation, a Pennsylvania corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification

NOTARY PUBLIC:

(Sign) Vicki L. Hixenbaugh

(Print) Vicki L. Hixenbaugh

State _____ At Large (SEAL)

My Commission Expires: _____

Notarial Seal
Vicki L. Hixenbaugh, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 8, 1999
Member, Pennsylvania Association of Notaries