

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

1. IDENTITY – These are the bylaws of Sky Harbour East, Inc., a not-for-profit Florida Corporation formed for the purpose of administering the Sky Harbour East Condominium, which is located in Fort Lauderdale, Broward 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 other such location within the County as may from time to time be determined by the Board of Governors.

1.2 FISCAL YEAR – The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Governors.

1.3 SEAL – The seal of the Association shall bear the name or abbreviated name of the Association, the word “Florida”, the year of establishment, and shall identify the Association as a not-for-profit corporation.

1.4 DEFINITIONS – All terms used in these Bylaws shall have the same meaning, to the extent applicable as set forth in the Declaration of Condominium for the Sky Harbour East Condominium and the Florida Statute Condominium Act F.S.718, both as amended from time to time. The Condominium Act may be found online at www.leg.state.fl.us/statutes/ in the “Real and Personal Property” section.

1.5 ELECTRONIC COMMUNICATION – In order to employ the use of electronic communication to the membership, the unit owners must provide consent to the Association to receive notice by such means. The Association will keep a current roster for such owners and the owners will remain on the roster unless consent is revoked.

2. MEMBERS’ MEETINGS

2.1 ANNUAL MEETING – Annual members’ meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Governors at 8:00p.m. on the second Monday in March of each year for the purpose of electing Governors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The Board may, under extenuating circumstances, establish a different day and time for the annual meeting.

2.2 SPECIAL MEETINGS – Special members’ meetings shall be held whenever called by the President, Vice-President or by a majority of the Board of Governors or when requested by written notice from one-third of the Association voting interests (sometimes referred herein as the entire membership). Such request, whether called by the President, Vice-President, a majority of the Board of Governors or upon notice by one-third of the Association voting interests, must state the specific purpose of the proposed meeting. Members’ meetings to recall a member or members of the Board of Governors may be called by 10% of the Association voting interests giving notice of the meeting and stating the purpose of the meeting.

2.3 NOTICE OF MEMBERS’ MEETINGS – Notice of all members’ meetings shall be sent to each Unit Owner by United States Mail or by electronic communication at least fourteen days prior to the meeting, provided however, that any members’ meeting or election at which one or more Governors are to be elected must be noticed. The person giving notice shall execute an affidavit of mailing which shall be retained in the official records of the Association as proof of such mailing. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary or other Designee of the Board. The

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda must be posted conspicuously at a designated location on the Condominium Property not less than fourteen days prior to the date of the meeting. The Board, upon notice to unit owners, shall by Board action, designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

2.4 BOARD OF GOVERNORS ELECTION MEETINGS- NOTICE AND PROCEDURE

2.4.1 Not less than sixty days before a scheduled election, the Association shall mail or deliver, whether by electronic communication, separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board of Governors shall give written notice to the Association not less than forty days before the scheduled election. Not less than fourteen days before the election, the Association shall mail or otherwise deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which may, at the candidate's discretion, include an information sheet no larger than 8 1/2 inches by 11 inches if so furnished by the candidate, to be included with the mailing of the ballot. The costs of mailing and copying shall be borne by the Association. The election of Governors shall occur at the annual meeting. As to items to be considered at the meeting, other than the election of Governors, the notice and agenda shall comply with Section 2.3 above.

2.4.2 The Board of Governors shall provide ballots at the annual meeting for use by owners for the election of Governors. A unit owner needing assistance in voting due to blindness, disability, or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Governors and any such ballots improperly cast shall be deemed invalid.

2.4.3 The quorum requirement necessary for election shall be ballots cast by 20% of the Association voting interests, and elections shall be decided by a plurality of those votes cast. Write-in candidates are not permitted.

2.4.4 The Board of Governors may appoint a Committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

2.5 QUORUM – A quorum of members' meetings shall consist of persons entitled to cast a majority of the Association voting interests. Decisions made by a majority of the Association 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, by the Florida Condominium Act or the Condominium Documents, require a larger percentage, in which case the percentage required in either the Florida Condominium Act or the Condominium Documents shall govern.

2.6 INDIVISIBLE VOTE AND VOTING CERTIFICATES – Each unit shall have one indivisible vote. Multiple owners of a unit shall file a voting certificate with the Secretary of the Association in accordance with this Section 2.6. Each unit shall

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

designate a person to vote for that unit who shall be known as the voting member. If a unit is owned by more than one individual (not including units owned jointly by husband and wife) the owners of said unit must designate one of them as the voting member in a voting certificate signed by all owners of said unit. If a unit is owned by a partnership, the voting certificate must designate one of the partners as the voting member and be signed by all of the general partners. If a unit is owned by a trust with more than one trustee, all of the trustees must sign the voting certificate designating one of the trustees as the voting member. If a unit is owned jointly by a husband and wife, no voting certificate need be filed naming the voting member and either spouse, but not both, may vote in person or by proxy and be counted in determining whether a quorum exists, unless prior to any members' meeting either spouse has notified the Secretary or the Board of Governors, in writing, that there is a disagreement as to who shall represent the unit at the meeting, in which case the voting certificate requirements set forth in this section shall apply. If a required certificate is not filed, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of such unit owner(s) at a meeting be considered in determining whether the quorum requirement has been met.

2.7 PROXIES – 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 ninety days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding 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 Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members except as specifically authorized by statute or Division of Florida Land Sales, Condominiums and Mobile Homes rules. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. An email is not a sufficient proxy.

2.8 ADJOURNED MEETINGS – 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. At such adjourned, continued or recessed meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

2.9 ORDER OF BUSINESS – The order of business at annual members' meetings and, as far as applicable, at all other members' meetings, shall be:

2.9.1 Call to order by the President

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

- 2.9.2 Calling of the roll, certifying proxies and determination of a quorum; or in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- 2.9.3 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Governor);
- 2.9.4 Appointment of inspectors of election;
- 2.9.5 Election of Governors; (If there are only as many, or fewer, prequalified candidates as there are seats on the Board, the election need not be held and the prequalified candidates shall assume Board seats immediately after the annual meeting.)
- 2.9.6 Proof of notice of the meeting or waiver of notice; Disposal of unapproved minutes;
- 2.9.7 Reports of Officers;
- 2.9.8 Reports of Committees;
- 2.9.9 Unfinished business;
- 2.9.10 New business;
- 2.9.11 Adjournment

3. BOARD OF GOVERNORS –

3.1 NUMBER, TERM, AND QUALIFICATIONS – The affairs of the Association shall be governed by a Board of seven Governors. All Governors shall be members of the Association. All officers of a corporation, trustee of a trust and general partners of a partnership or other such owner shall be eligible of Board membership with respect to units owned by a corporation, trust, or partnership. Governors shall serve staggered terms of two years, ending when a valid election has been held at the end of a Governor's two-year term. In even numbered years, four Governors shall be elected and in odd numbered years, three Governors shall be elected. The duration of each Governor's service shall extend until that person's term is completed, the person resigns or until that person is recalled in a manner provided by the Florida Condominium Act, or that person is otherwise unable to continue in the position of Governor. A seat held by a Governor who ceases to be a member of the Association shall automatically become vacant. A Canvassing Committee composed of owners and appointed by the President of the Association, shall be responsible to tabulate the votes for Governors. In the event there are more vacancies to be filled than the normal four in even years or three in odd years, candidates receiving the largest number of votes shall serve two year terms and others (whether one or more), shall serve for one year. In the event of a tie vote between two candidates for the last Governor's position, the chair of the Canvassing Committee shall determine the winner by a toss of a coin; in the event the tie is among three or more candidates, the chair of the Canvassing Committee shall determine the winner by lot.

3.2 BOARD VACANCIES – Vacancies in the Board of Governors shall be filled by appointment by a majority of the remaining Governors. A Governor thus appointed shall serve until the next regular annual members' meeting. Any action by a majority of voting interests of the Association to recall a Governor shall be subject to the process stipulated in the Florida Condominium Act.

3.3 ORGANIZATION MEETING – The organizational meeting of each newly elected Board of Governors for the purpose of electing officers shall be held at such place and time as shall be fixed by the Governors, providing a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

- 3.4 REGULAR MEETINGS** – Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by the majority of the Governors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Governor personally, by mail, telephone, email or facsimile at least three days prior to the date of such meeting.
- 3.5 SPECIAL MEETINGS** – Special meetings of the Board of Governors may be called by the President and must be noticed by the Secretary at the written request of a majority of the Board of Governors. Not less than three days notice of the meeting (except in an emergency as determined by the President) shall be given personally, by mail, telephone, email or facsimile which notice shall state the time, place, and purpose of the meeting.
- 3.6 WAIVER OF NOTICE** – Any Governor may waive notice of a meeting before, at or after the meeting and such waiver shall constitute waiver of notice of the meeting, unless attendance is for the sole and express purpose of objecting to the meeting as being lawfully called.
- 3.7 NOTICE TO OWNERS OF BOARD AND COMMITTEE MEETINGS** – Notice of Board meetings and Board appointed committees (except those specified in 4.15), which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least forty-eight continuous hours in advance, except in emergencies, for the attention of unit owners. Meetings at which special assessments are 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 rules, or amendments thereof, regarding unit use will be proposed, discussed, or approved, shall be mailed, electronically transmitted or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen continuous days prior to the meeting. Evidence of compliance with this fourteen-day notice shall be by an affidavit executed by the person giving notice and filed among the official records of the Association. The Board shall, by majority Board action, designate a specific location on the condominium property upon which all notices of Board meetings shall be posted, and shall notify owners of this location.
- 3.8 OWNER PARTICIPATION IN BOARD MEETINGS** – Meetings of the Board of Governors shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items. The meeting chair may adopt reasonable rules governing the frequency, duration and manner of unit owner statements.
- 3.9 BOARD MEETINGS, QUORUM and VOTING** – A quorum at Governors' Meetings shall consist of a majority of the Governors. Attendance by telephone by a Governor(s) who is/are not physically present is valid to establish a quorum, to participate and to cast a valid vote on all matters before the Board in accordance with the Florida Condominium Act. The acts approved by a majority of Governors present, whether in person or by telephone, at a meeting shall constitute the acts of the Board. Governors may not vote by proxy or by secret ballot (except for the election of Officers) at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. Governors may not abstain from voting except in the case of an asserted conflict of interest.
- 3.10 PRESIDING OFFICER** – The presiding officer at Governors' meetings shall be the President and in his absence, the Vice-President shall preside. In the

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

absence of the presiding officer, the Governors present shall designate one of their number to preside.

3.11 GOVERNOR COMPENSATION – Governors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred. Reimbursements are subject to approval by a majority of the Board of Governors.

4. POWERS AND DUTIES OF THE BOARD – All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Florida Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these Bylaws, the Rules and Regulations, and the Standards, Information, and Procedures of the Association shall be exercised exclusively by the Board of Governors, or its duly authorized agents, contractors, or employees subject only to the approval of Unit Owners when such is specifically required. Such powers and duties of the Governors shall include, but shall not be limited to, the following:

4.1 TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS – The Board of Governors shall adopt budgets and make and collect assessments against owners to defray the costs of the Association.

4.2 TO UTILIZE THE PROCEEDS OF ASSESSMENTS – The Board of Governors shall utilize the proceeds of assessments in the exercise of its power and duties.

4.3 TO MAINTAIN, REPAIR, REPLACE AND OPERATE THE CONDOMINIUM PROPERTY – The Board of Governors shall have the responsibility to maintain, repair, replace and operate the Condominium Property.

4.4 TO MAKE AND AMEND REGULATIONS – The Board of Governors may make and amend regulations respecting the use of the property in the condominium.

4.5 TO RECONSTRUCT COMMON ELEMENTS IMPROVEMENTS AFTER CASUALTY – The Board of Governors shall, after any casualty, have the responsibility to reconstruct the common elements and further improve the property.

4.6 TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS – The Board of Governors shall approve or disapprove proposed transactions (sales, conveyances and lease of units) in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permissible by law, in common with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to common elements, in the manner provided by law.

4.7 TO ENFORCE APPLICABLE LAWS AND CONDOMINIUM DOCUMENTS – The Board of Governors shall enforce applicable laws and condominium documents by legal means, and shall be the final arbiter in the interpretation of the meaning of all condominium documents.

4.8 TO CONTRACT FOR MANAGEMENT – The Board of Governors may contract for management of the Condominium and to delegate to the manager or management agent any powers and duties except those matters which may not be delegated under the Condominium Documents or applicable law.

4.9 TO CARRY INSURANCE – The Board of Governors shall contract for insurance coverage as provided in Article VIII 1. OF the Declaration of the Condominium Section of the Sky Harbour East Condominium Documents.

4.10 TO PAY THE COST OF UTILITIES – The Board of Governors shall pay the cost of all utility services rendered to the Condominium and not billed to owners of individual units.

4.11 TO EMPLOY PERSONNEL – The Board of Governors may employ personnel and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purpose of

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

the Association. No Apartment Owner, or the spouse or member of the immediate family of an apartment owner shall be a compensated employee of the Association, unless his employment is unanimously approved by the entire membership of the Board of Governors and such unanimous approval be certified in writing by the President.

4.12 TO BRING AND DEFEND SUITS, MAKE AND EXECUTE LEGAL DOCUMENTS – The Board of Governors shall have the responsibility to bring and defend suits and to make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. The Board of Governors may grant easements and licenses over the condominium property that it deems necessary or desirable for proper operation of the Condominium.

4.13 TO CONTRACT FOR PRODUCTS AND SERVICES – The Board of Governors may contract for the purchase, lease or renting of materials or equipment which are not to be fully performed within one year. All contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as a result of any emergency or unless the desired supplier is the only source of supply within Broward County Florida. The Association need not accept the lowest bid.

4.13.1 TO CONTRACT FOR MAINTENANCE AND MANAGEMENT – The Board of Governors cannot execute a valid, enforceable contract with any party for operation, maintenance or management services to the Association or any property serving the unit owners unless the contract:

4.13.1.1 Specifies the services, obligations and responsibilities of the party contracting to provide maintenance or management services to the unit owners.

4.13.1.2 Specifies those costs incurred in the performance of those services, obligations, or responsibilities which are to be reimbursed by the association to the party contracting to provide maintenance or management services.

4.13.1.3 Provides an indication of how often each service, obligation, or responsibility is to be performed, whether stated for each service, obligation, or responsibility or in categories thereof.

4.13.1.4 Specifies a minimum number of personnel to be employed by the parties contracting to provide maintenance or management services for the purpose of providing service to the Association.

4.13.1.5 In any case in which the party contracting to provide management services fails to provide such services in accordance with the contract, the Association is authorized to procure such services from some other party and shall be entitled to collect any fees or charges paid for service performed by another party from the party contracting to provide maintenance or management services. Any services or obligations not stated on the face of the contract shall be unenforceable. Unless otherwise provided by law, the above provisions do not apply to contracts for services or property made available for the convenience of the unit owners by lessees or licensees of the Association, such as coin operated laundry, food, soft

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

drink, or telephone vendors; cable television operators, retail store operators, businesses, restaurants, or similar vendors.

4.13.2 TO CONTRACT FOR SERVICES FOR UNIT OWNERS – The Board of Governors may enter into contracts for the purpose of making available to the owners of condominium units such services including, but not limited to, appliance and air conditioning maintenance, security alarm service and the like; provided, however, that the term or period of such contract shall not exceed three (3) years; and provided, further, that said contracts may provide for additional extensions of the original terms in the absence of the written notice of termination by either party. No such contract shall impose any involuntary monetary obligation or assessment upon any owner or resident of a condominium building or upon the Association, that shall serve only to make available such services at the election, option and expense of the user.

4.14 TO IMPOSE FINES – The Board of Governors may impose fines against a unit subject to the provisions of the Florida Condominium Act and Article XII of the Declaration of Condominium of Sky Harbour East.

4.15 TO APPOINT COMMITTEES – The Board of Governors may appoint Committees. All Committees and Committee members shall serve at the pleasure of the Board. All Committees of the Association which are authorized to act on behalf of the Board or to make recommendations to the Board regarding the Association budget shall conduct their affairs in the same manner as provided in these Bylaws for Board of Governor meetings. All other committees may conduct their affairs in private without prior notice or owner participation if:

4.15.1 The issues to be discussed involve personal information about a current or prospective Unit Owner or Association employee. If non-personal information issues are to be discussed at any committee meeting, the meeting shall be duly noticed and open to all unit owners for that non-personal issue portion of the meeting.

4.15.2 All meetings of the Interview, Grievance and Personnel committees shall be in closed session without notice.

4.16 TO ADOPT HURRICANE SHUTTERS AND WINDOW SPECIFICATIONS – The Board of Governors shall adopt hurricane shutter and window specifications for the condominium 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, or shall be structured to ensure that newly installed shutters and window installations shall conform to the Board's specifications. The Board shall not refuse to approve the installation or replacement of hurricane shutters or windows conforming to the specifications adopted by the Board. If an owner fails to maintain installed shutters or windows, the Board may, after thirty days notice by certified mail, do so and charge the cost against the owner and his Apartment Unit which shall be a lien upon the Unit and collectible in the same manner as any other assessment levied by the Association pursuant to the provisions of the Declaration and these Bylaws. In the event of an emergency, the Board may waive the thirty days notice provision above.

4.17 TO ASSIGN PARKING SPACES – The Board of Governors may assign general common area parking spaces.

4.18 TO SELECT DEPOSITORIES FOR ASSOCIATION FUNDS – The Board of Governors shall select depositories for Association funds and to determine the manner of receiving, depositing, and disbursing Association funds, and the form

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

of check and the person or persons by whom checks shall be signed on behalf of the Association.

5. OFFICERS OF THE ASSOCIATION

5.1 EXECUTIVE OFFICERS – The executive officers of the Association shall be the President, one or more Vice President(s), 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 Governors, and who may be peremptorily removed or replaced by a two-thirds vote if the Governors at any meeting at which a quorum of Governors is present. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Governors and may perform duties of the office to which they are assistant, subject to any limitations imposed by the Board.

5.2 PRESIDENT – POWER AND DUTIES – The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Governors and Association meetings. The President may have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a not-for-profit association. The President may appoint committees from among the members of the Association from time to time to assist in the conduct of the affairs of the Association. Such power shall not preclude the ability of the Board to designate or appoint committees from time to time.

5.3 VICE PRESIDENT – POWER AND DUTIES – The Vice President shall upon the disability of the President exercise the power and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Governors.

5.4 SECRETARY - POWER AND DUTIES – The Secretary, his assistant or designee shall keep the minutes of all proceedings of the Governors and the members; shall attend to the giving and serving of all notices to the members and Governors and other notices as 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 Governors or the President.

5.5 TREASURER – POWER AND DUTIES – The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with professionally reasonable accounting practices; and shall perform all other duties incident to the office of the treasurer of a not-for-profit association. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the treasurer is absent, and shall otherwise assist the Treasurer.

5.6 OFFICERS COMPENSATION – Officers shall not be entitled to compensation for service. This provision shall not preclude the Board of Governors from employing an Officer or Governor as an agent or employee of the Association. The Board may also contract with a Governor or officer or with any corporation in which a Governor or Officer of the Association may be a stockholder, officer, Governor or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such Officer or Governor.

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

5.7 INDEMNIFICATION –

5.7.1 INDEMNITY – The Association shall indemnify any Officer, Governor or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Governor, Officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed

indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he has reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, governors and committee members as permitted by Florida law.

5.7.2 To the extent that a Governor, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.7.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

5.7.3 ADVANCES – Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Governor, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

5.7.4 MISCELLANEOUS – The indemnification provided by this Article 5.7 shall be in addition to the provisions of the Articles of Incorporation, and shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Governor, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

5.7.5 INSURANCE – The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Governor, Officer, committee member, employee or agent of the Association, as a Governor, Officer, employee or agent of another corporation, partnership,

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

5.7.6 AMENDMENT – Anything to the contrary herein notwithstanding, the provisions of this Article 5.7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

5.8 DELEGATION – To the extent permitted by law, the powers and duties of the Governors 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 Governors shall be kept in a businesslike manner and shall be reduced to written form within thirty days and these, plus records of all receipts and expenditures and all other official records, as defined in the Florida Condominium Act, shall be available for inspection by unit owners and Board members at all reasonable times. The Governors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

6.1 MEETINGS WITH ASSOCIATION ATTORNEY – Any notes, letters, or other documents between the Association Board of Governors or the Association Committees and the Attorney representing the Association with respect to pending or proposed litigation fall under the attorney-client privilege and are, therefore, an exception from unit owner right of inspection as defined in the Florida Condominium Act.

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 Governors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which may include expenses of common utilities, maintenance and supplies, in-house communications and security, bulk cable television and interior pest control. The budget shall also include reserves per the Florida Condominium Act, which may later be waived by the owners. The Board may elect to submit the question of waiving reserves to the voting interests at a duly called meeting of the Association. Such action to waive reserves is subject to the approval of a majority of the voting interests present at the duly called meeting of the association. Reserve funds and any accrued interest on these funds shall remain in the reserve account for authorized reserve expenditures; unless their use for other purposes is approved in advance by a majority of the voting members present a duly called meeting of the Association, or by the written approval of a majority of the Association voting interests. Reserves and operating funds may be commingled for investment purposes. The budget may contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense previously incurred. If at any time a budget shall prove insufficient, it may be amended by the board of governors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in the following Article 7.2.

7.2 MAILING – A copy of the proposed annual budget and a notice of the Governors meeting at which it is to be considered for adoption, shall be mailed, electronically transmitted or hand-delivered to each unit owner not less than fourteen days prior to the meeting.

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

- 7.3 ASSESSMENTS** – The shares of the unit owners of the common expenses may be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and which shall become delinquent twenty 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 day a claim of lien is filed 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** – Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Governors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed or otherwise delivered to each unit owner as provided in Article 3.7 of these Bylaws. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes, any excess funds will be considered common surplus, and shall be returned to unit owners as a credit to their next regular assessment or to any unpaid prior assessment(s), liens, fines or fees.
- 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 Governors 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 elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional mortgagee holding a first mortgage or record obtains title by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act.
- 7.7 LIENS FOR ASSESSMENTS** - The unpaid portion of an assessment including an accelerated assessment which is due, together with all expenses, costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, 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 the Florida Condominium Act.
- 7.8 LIEN FOR CHARGES** – Unpaid charges which are due together with costs, interest, late fees, and reasonable attorney's fees including appeal, for collection shall be secured by a common lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.
- 7.9 COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS** – Assessments or charges paid on or before twenty days after the due date shall not bear interest, but all sums not paid on or before twenty days shall bear interest at the highest lawful rate from the date due until paid. In

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

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, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any expenses of collection and costs and reasonable attorney's fees incurred and then to the assessment payment first due.

- 7.10 COLLECTION – SUIT** – the Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessment or charges, 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 attorney's 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 lien as provided by law.
- 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 other financial institutions as defined in Florida Statute Banks and Banking, Financial Institutions Generally) and other insured depositories as shall be designated from time to time by the governors 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 Governors.
- 7.13 COMMINGLING OF FUNDS PROHIBITED** – All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Florida Statute Regulation of Professions and Occupations, Community Association Management, and no agent, employee, officer, or Governor of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association or with those of any other entity as defined in the same Community Association Management statute.
- 7.14 FINANCIAL REPORTS** – A complete financial report of actual receipts and expenditures of the Association shall be maintained annually which shall comply with the applicable rules of the Florida Administrative Code, as determined in the rule based on the amount of the Association's budget. A copy of the report shall be furnished to each member of the Association and the Division as provided by law.
- 7.15 FIDELITY BONDING** – The Association shall obtain and maintain adequate fidelity bonding in the minimum principle sum set forth in the Florida Condominium Act, for each person (whether or not a Governor) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

8. PARLIAMENTARY RULES – Robert’s Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the Bylaws of the Association, or with the laws of the State of Florida.

9. BYLAW AMENDMENTS – Amendments to the Bylaws shall be adopted in the following manner:

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

9.02 PROPOSAL OF AMENDMENTS – An amendment may be proposed by a majority of the Governors or by a petition signed by 20% of the voting interests.

9.03 ADOPTION OF AMENDMENTS – a resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire members of the Board of governors and 60% of the entire membership of the Association. Governors and members not present at the meetings considering the amendment may express their approval in writing. No amendment to these Bylaws shall be passed which would operate to impair the rights or liabilities of any Institutional Mortgagee without the consent of said Institutional Mortgagee.

9.04 EFFECTIVE DATE – An amendment when adopted shall become effective only after being recorded in the County records according to law.

9.05 COMPLIANCE WITH FLORIDA STATUTES AND CORRECTON TO CONFLICTS IN DOCUMENTS – the Board of governors shall be responsible for keeping current with amendments to Chapters 607 (Corporations), 617 (Not-for-Profit Corporations), and 718 (Condominiums) of the Florida Statutes and shall propose amendments to these Bylaws as it deems necessary or advisable to comply with or take advantage of such changes as the Board of Governors deems necessary or advisable by said amendments. The Board of Governors shall also propose any amendments it deems necessary or advisable to correct errors, omissions or inconsistencies with the provisions of the Declaration of Condominium, the Articles of Incorporation or the Florida Condominium Act as amended from time to time. Such proposed amendments shall be submitted for approval by the Association voting interests in the normal manner set forth in these Bylaws.

9.06 PROPOSED AMENDMENT FORMAT – Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through. 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 BYLAW. SEE BYLAW NUMBER ____ PRESENT TEXT.”

10. DISPUTE RESOLUTION

10.01 MANDATORY ARBITRATION – If unresolved, disputes between the Board and unit owners must be arbitrated in mandatory, non-binding arbitration proceedings as provided in the Florida Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

10.02 UNIT OWNER COMPLAINTS – When a unit owner files a written complaint by certified mail with the Board, the Board shall respond to the unit owner within thirty days of receipt of said complaint. The Board shall give a substantive response to the complainant, or notify the complainant that legal advice has been requested from Association’s counsel or the Division of Condominiums. The failure of the Association to respond within said thirty days and to notify the unit owner within the same thirty days after receipt of the

**AMENDED AND RESTATED BYLAWS
SKY HARBOUR EAST, INC.**

complaint shall preclude the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

10.03 OTHER REMEDIES – Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents for disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

11.0 MISCELLANEOUS – The following miscellaneous provisions shall apply to these bylaws and the Condominium Documents:

11.01 CONFLICTS – The term "Condominium Documents" as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Standards, Information, and Procedures document, the Plats, Plot Plans and graphic descriptions of record, the graphic descriptions of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

11.01.01 Declaration of Condominium

11.01.02 Articles of Incorporation

11.01.03 Bylaws

11.01.04 Rules and Regulations and

11.01.05 Standards, Information, and Procedures

11.02 GENDER – The use of the term "he", "she", "his", "hers", "their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

11.03 SEVERABILITY – In the event that any provision of these Bylaws is deemed invalid by a court of competent jurisdiction, the remaining provisions shall be deemed in full force and effect.

The foregoing was adopted as the amended and restated bylaws of SKY HARBOUR EAST, INC., a Florida not-for-profit corporation on June 1, 2006.

By: [Signature]
Vice-President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this first day of June, 2006 by Susan Landon, Vice- President and Russell Weaver, Secretary of SKY HARBOUR EAST, INC., a Florida not-for-profit Corporation. These persons are personally known to me.

