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CERTIFICATE OF RECORDATION OF BY-LAWS
FOR SUTTON PLACE HOMEOWNER'S ASSOCIATION, INC.

OFF. REC. 5882 PG 1294

NOTICE IS HEREBY GIVEN THAT the attached By-Laws, entitled "By-Laws of Sutton Place Homeowner's Association, Inc., a Florida non-profit corporation" are hereby recorded. These By-Laws are, to the best of the knowledge of the Sutton Place Homeowner's Association, Inc., the original By-Laws adopted by Carrollwood Oaks, Inc., the developer of Sutton Place, and the first Board of Directors of the SUTTON PLACE HOMEOWNER'S ASSOCIATION, INC.

IN WITNESS WHEREOF, SUTTON PLACE HOMEOWNER'S ASSOCIATION, INC., has caused this Certification of Recordation of the By-Laws of the SUTTON PLACE HOMEOWNER'S ASSOCIATION, INC., to be executed in its name by the President, and the corporate seal affixed, and attested to by its secretary, this 22 day of November, 1989, at Tampa, Hillsborough County, Florida.

Signed, Sealed and Delivered in the presence of:

Francis J. [Signature]
[Signature]

SUTTON PLACE HOMEOWNER'S ASSOCIATION, INC.

BY: [Signature]

President

ATTEST:

BY: [Signature]

Secretary

RECORD VERIFIED
[Signature]
Clerk of Circuit Court
Hillsborough County, Fla.
By: Ramon Duran, D.C.

RICHARD TAKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of November, 1989, by ANN ATWOOD, as President of Sutton Place Homeowner's Association, Inc.

[Signature]
NOTARY PUBLIC
My Commission Expires:

102389:6:D:SUTTON20

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: MAR. 3, 1992.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Anderson & Orrell
101 E. Kennedy, Suite 1870
Tampa, FL
33602 [Signature]

SUTTON PLACE HOMEOWNERS ASSOCIATION, INC.

A Florida Non-Profit Corporation

ARTICLE I

GENERAL

Corporate Name

1.01. The name of the non-profit corporation is SUTTON PLACE HOMEOWNERS ASSOCIATION, INC., and is hereinafter referred to as the "Association."

Principal Office

1.02. The principal office of the Association shall be at 7821 N. Dale Mabry, Suite 200, Tampa, Florida 33614, or at such other place as may be subsequently designated by the Board of Directors, hereinafter sometimes referred to as the "Board."

Definitions

1.03. As used herein, the term "Association" shall be the equivalent of the "Association" as defined in the Declaration of Easements, Covenants, Conditions and Restrictions of SUTTON PLACE, a planned unit development located in Hillsborough County, Florida hereinafter sometimes referred to as the "development" or the "property," and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Easements, Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration."

ARTICLE II

DIRECTORS

Number and Term

2.01 Upon replacement of the first Board of Directors, the number of directors who shall constitute the whole Board shall be not less than three (3). Directors need not be members. Within the limits above specified, the number of directors shall be determined by the members at their Annual Meeting. The directors shall be elected at the Annual Meeting and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

At least one (1) of the directors elected shall be a resident of the State of Florida and a resident of the United States.

Vacancy and Replacement

2.02 If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors though less than a quorum, at a special meeting of directors duly called for this purpose,

shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Removal

OFF. REC. 5882 PG 1296

2.03 Subject to the provisions dealing with transfer of Association control as set forth in the Declaration and any applicable law, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the Board may be called by ten percent (10%) of the lot owners giving notice of the meeting as required for a meeting of lot owners, and the notice shall state the purpose of the meeting.

Resignations

2.04 Any director may resign his office at any time. such resignation to be made in writing and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

First Board of Directors

2.05 The directors of the first Board shall hold office and exercise all powers of the Board until the first Membership Meeting anything herein to the contrary notwithstanding; provided any or all said directors shall be subject to replacement in the event of resignation as herein provided.

Powers

2.06 The property and business of the Association shall be managed by the directors of the Board who may exercise all powers not specifically prohibited by statute, or the Declaration. The powers of the Board shall specifically include, but not be limited to the following items:

- a. To make and collect assessments and establish the time within which payment of same are due.
- b. To use and expend the assessments collected; to maintain, care for and preserve the property, including the lots and common areas together with any improvements thereon, except those portions which are required to be maintained, cared for and preserved by the lot owners.
- c. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.
- d. To enter into and upon the lots when necessary, and at as little inconvenience to the owners as possible in connection with such maintenance, care and preservation.
- e. To insure and keep insured said property in the manner set forth in the Declaration against loss from fire or other casualty and against public liability, and to purchase such other insurance as the Board may deem advisable.
- f. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin, fine or seek damages from the lot owners for violations of these Bylaws and the terms and conditions of the Declaration.

g. To contract for the management and maintenance of the property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the development documents and the Florida Statutes, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

h. To make reasonable rules and regulations with respect to the occupancy of the parcels and use of the common areas. Provided however said directors of the Board shall only act in the name of the Association when it shall be regularly convened after due notice to all directors of such meeting.

i. To establish a hearing procedure, levy fines, enter cease and desist or other appropriate orders in enforcing Association rules and regulations.

Meetings

2.07. a. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Board shall be held at the place where the general Members' Meeting is held, and immediately after the adjournment of same.

b. No notice to the directors of any Board meeting shall be required if the directors meet by unanimous written consent. The directors may by resolution duly adopted, establish regular monthly, quarterly or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required.

c. Special meetings of the Board may be called by the President on five (5) days notice to each director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

d. Notwithstanding the requirements as to notice contained above, all meetings of the Board of the Association shall be open to the members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members attention thereto, provided, however, in the event of an emergency such notice shall not be required.

e. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which thereof a quorum shall be the act of the Board except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of directors, the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. All Board meetings shall be open to all lot owners.

f. Each director shall have one (1) vote and such voting may not be by proxy.

g. The minutes of all meeting of lot owners and the Board shall be kept in a book available for inspection by lot owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Order of Business

2.08 The order of business at all meetings of the Board shall be substantially as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of last meeting.
- d. Consideration of communications.
- e. Resignations and elections.
- f. Reports of officers and employees.
- g. Reports of committees.
- h. Unfinished business
- i. Original resolutions and new business.
- j. Adjournment.

Annual Statement

2.09. The Board will present, not less often than at the annual meetings and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Association.

ARTICLE III

OFFICERS

Executive Officers

3.01. The executive officers of the Association shall be President, Vice President, Treasurer, and Secretary, all of whom shall be elected annually by said Board. Any of said offices may be united in one (1) person. If the Board so determines, there may be more than one Vice President and such other offices as it deems necessary.

Appointed Officers

3.02. The directors of the Board may appoint such other officers and agents as it may deem necessary who shall hold office during the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

Election

3.03. The directors of the Board at its first meeting after each annual meeting of general members shall elect a President, a Vice President, a Treasurer, and a Secretary, none of whom, except the President, need be a member of the Board.

3.04 The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed, for cause at any time by the affirmative vote of a majority of the members of the whole Board of Administration.

The President

3.05 a. The President shall be the chief executive officer of the Association, shall preside at all meetings of the members and the directors shall be an ex officio member of all standing committees, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

b. The President shall execute bonds, mortgages, and other contracts requiring a seal under the seal by the Association except where the same is required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board to other officers or agents of the Association.

Vice President

3.06 The Vice President shall perform all duties of the President in his absence and such other duties as may be required of him from time to time by the directors of the Board.

The Secretary

3.07 The Secretary shall issue all notices of all Board meetings and all meetings of the lot owners, shall attend and keep minutes of the same, shall have charge of all of the Association's books, records and papers except those kept by the Treasurer, and shall have custody of the seal of the Association.

The Treasurer

3.08 The Treasurer shall have the following duties:

a. He shall have custody of the Association funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of The Association in such depositories as may be designated from time to time by the Board. The books shall reflect an account for each lot in accordance with generally accepted accounting practices.

b. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws making proper vouchers for such disbursements and shall render to the President and Board at the regular meeting of the Board or whenever they may require it an account of all transactions and of the financial condition of the Association.

c. He shall collect any assessments, and shall promptly report the status of collections and of all delinquencies to the Board.

d. He shall give status reports to potential transferees, on which reports the transferees may rely.

Vacancies

3.09 If the office of any officer, including the President, Vice President, Secretary, Treasurer or one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the directors by a majority vote of the whole Board as provided in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

Resignations

3.10 Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Transfer

4.01. Except as otherwise provided in the Declaration, transfers of the membership of any lot owner shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and the Secretary of the Association. The membership of a lot owner, in such instance, shall automatically be terminated upon the sale or transfer of his interest in a lot. Membership in the Association may be transferred only as in incident to the transfer of an owner's lot and such transfers shall be subject to the procedures set forth in the Declaration.

Voting Members

4.02. A voting member of the Association shall be designated by all owner or owners as recorded in the Public Records of Hillsborough County, Florida and as prescribed in the Declaration of a vested present interest in a single lot the designation of whom shall be by statement filed with the Secretary of the Association in writing and signed under oath. Such voting member shall continue to cast the vote for all such owners of interests in a single lot until such time as another person is properly designated by a similar written and sworn statement filed with the Secretary. Failure by all owners of any single lot to file the aforementioned written and sworn statement with the Secretary prior to any meeting will result in depriving such owners of their right to vote at such meeting. Membership shall be held in the same manner as title to the lot. In the event ownership of a lot is in more than one person, all such owners are members; however, such members shall be entitled collectively to only one (1) vote in accordance with the Declaration and the vote may not be divided between the plural owners of a single lot.

4.03. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to vote at any meeting, and such natural person shall be deemed a member of the Association subject to the procedures set forth in the Declaration.

ARTICLE V

MEETINGS OF MEMBERSHIP

Place

5.01. All meetings of the Association's membership shall be held at the office of the Association or such other place as may be stated in the notice.

Annual Meeting

5.02. Regular Annual Meetings shall be held on the first Wednesday in June of each year, if not a legal holiday, and if a legal holiday, then on the next following day that is not a legal holiday.

Membership List

5.03. At least thirty (30) days before every members meeting, whether regular or special, or election of directors, a complete list of members entitled to vote at such meeting or election arranged numerically by lots, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said thirty (30) days and throughout the meeting or election at the office of the Association, and shall be open to examination by any member.

Special Meetings

5.04. a. Special Meetings of the members for any purpose unless otherwise prescribed by statute may be called by the President and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the members. Such request shall state the purpose or purposes of the proposed meeting.

b. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Right to Vote

5.05. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid and effective for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for period for longer than ninety (90) days after the date of the first meeting for which it

was given. Every proxy shall be revocable at any time at the pleasure of the lot owner executing it. In no event shall any one (1) member of the Association be designated a proxy for more than five (5) members. The appearance at any meeting of any member of the Association who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such member.

Vote Required to Transact Business

5.06. When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Florida Statutes, the Declaration, the Articles or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Quorum

5.07. Sixty percent (60%) of each class of the total number of members entitled to cast votes shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by statute, the Declaration, the Articles or these Bylaws. If, however, such quorum shall not be present or represented by written proxy, at any meeting of the members the members present in person or represented by written proxy shall adjourn the meeting. The members present at any meeting adjourned for lack of a quorum shall reschedule said meeting to the same notice requirement. At such rescheduled meeting, any business may be transacted which might have been transacted at the meeting originally called. At such rescheduled meeting, the quorum requirement to transact business shall be reduced to fifty percent (50%) of the total number of members required for a quorum at the preceding meeting, except as otherwise provided by Statute, the Declaration, the Articles, or these Bylaws. However, the reduced quorum requirement shall not be applicable in any matter which would materially effect the rights of any mortgagee or as otherwise provided in the Declaration.

Waiver and Consent

5.08. Whenever the vote of members at a meeting is required or permitted to be taken in connection with any action of the Association the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action at such meeting if such meeting were held shall consent in writing to the action being taken.

Notice of Proposed Assessments

5.09. Notice of any meeting in which assessments against lot owners are to be considered for any reason shall be considered and the nature of any such assessments.

NOTICES

Definition

6.01. Whenever under the provisions of the Florida Statutes the Declaration, the Articles, or these Bylaws notice is required to be given to any director or member, it shall not be construed to mean personal notice; however, such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the Association.

Service of Notice - Waiver

6.02. Whenever any notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed the equivalent of such notice.

Notice

6.03. Written notice of any annual or special meeting of members stating time, place and purpose thereof, shall be served upon or mailed to each member entitled to vote at such address as appears on the books of the Association except as otherwise provided in the Declaration, with respect to any annual meetings fourteen (14) days advance written notice shall be given to each member and with respect to any special meeting not less than thirty (30) nor more than sixty (60) days advance written notice shall be given to each member. In addition, all such notices shall be posted in a conspicuous place on the property in accordance with their required time periods.

ARTICLE VII

FINANCES

Fiscal Year

7.01. The fiscal year shall begin the first day of January in each year. The Board is expressly authorized to change this fiscal year at any time for the convenience of the Association.

Checks

7.02. All check or demands for money and notes of the Association shall be signed by any two (2) officers, i.e., President, Vice President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board may from time to time designate.

ARTICLE VIII

SEAL

Association Seal

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "non-profit incorporated" or words of similar purport. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced on any document or instrument.

ARTICLE IX

MISCELLANEOUS RULES AND FEES

OFF. REC. 5882 PG 1304

Rules and Regulations

9.01. In addition to the other provisions of the Declaration or these Bylaws, the following rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board, shall govern the use of the property and the conduct of all its residents and owners.

a. The lots and improvements thereon shall be used only for residential purposes.

b. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

c. The use of each lot and the common area shall be consistent with existing law and any restrictions imposed thereon, and shall not constitute a nuisance.

d. No lot or residence may be used for business use or for any commercial purpose whatsoever.

e. Common areas shall not be obstructed, littered, defaced, or misused in any manner.

f. No structural changes or alteration shall be made upon any lot except upon approval of the Board or the Architectural Control Committee.

Approval Fees

9.02. The transfer, lease, sale or sublease of any lot, together with the improvements thereon is subject to the approval of the Association. The Association shall charge a minimum fee for the review of each transfer, lease, sale or sublease to defer all costs related to such approval process and the maintenance of the Association's records: however, the fee required to be paid to the Association shall never exceed the sum of fifty and no/100ths Dollars (\$50.00) excluding the costs incurred in obtaining any credit report reasonably required. No charge shall be made in connection with an extension or renewal of a lease.

ARTICLE X

DEFAULT

Default in Payments

10.01. In the event an owner of any lot does not pay any sums, fines, charges or assessments required to be paid to the Association within thirty (30) days from the date due, the Association acting on its own behalf, or through its Board or management agent, may foreclose the lien encumbering the owner's lot created by non-payment of the required moneys in the same fashion as mortgages are foreclosed. The Association shall be entitled to the appointment of a receiver if it so requests, and shall have the right to bid at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may through its Board or management agent in its own name, bring suit to recover a money judgment for sums, charges, assessments required to be paid to it without waiving its lien securing same. In any action

either to foreclose its lien or to recover a money judgment against a lot or lot owner, the losing defendant shall pay the costs thereof, together with reasonable attorney's fees, including that incurred in appeal.

a. If an action of foreclosure is brought against the owner of the lot for the nonpayment of moneys due the Association and as a result thereof the interest of the said owner in and to the lot is sold, then, at the time of such foreclosure sale, the owner's membership shall be automatically terminated and membership shall be transferred to the purchaser at the sale.

b. If the Association becomes the owner of any lot by reason of foreclosure or a deed in lieu of foreclosure, it shall offer said lot for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments, fines or other charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees and any and all expenses incurred in the resale of the lot which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of any improvements in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former owner of the lot in question.

Violations

10.02. In the event of violation of the provisions of any applicable law, the Declaration, the Articles of Incorporation, these Bylaws or any Association rules and regulations as the same are now or may hereafter be constituted, the Association on its own behalf, may conduct a hearing for determination of violations and the imposition of sanctions or fines as set forth in the Declaration and these Bylaws bringing appropriate action to enjoin such violation or to enforce the provisions of the documentation, sue for damages, or take all such courses of action at the same time or pursue such other legal remedy as it may deem appropriate. In the event any judicial action is brought against a lot owner, the losing defendant shall pay the plaintiff's reasonable attorneys' fees and court costs, including any incurred on appeal. Nothing herein shall be deemed to preclude the rights or remedies of any individual lot owner or the lot owners as a class.

Consent and Agreement of Owners

10.03. Each owner of an individual lot, for himself, his heirs, successors and assigns, agrees and consents to the foregoing provisions relating to default, violations and abatement of nuisance regardless of the harshness of the remedy available to the Association it being the intent of all lot owners to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those moneys due and owing it from lot owners and to preserve each other's rights to enjoy his lot, together with the improvements thereon, free from unreasonable restraint and nuisance.

ARTICLE XI

HEARING PROCEDURES FOR DETERMINATION OF VIOLATIONS OF COVENANTS AND RULES AND REGULATIONS AND FOR LEVYING OF FINES

Written Complaint

11.01. An action for determination of violations of the Declaration, Bylaws, any rules and regulations or other documents and for levying of fines may be initiated upon the filing of a written complaint with the Board by any member of the Association or by any officer or director. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of law, the Declaration, the Articles, these Bylaws, any rules and regulations or other documentation which the respondent is alleged to have violated, and shall not consist merely of charges phrased in the language of such provisions without supporting the facts.

Service of Complaint

11.02. Upon the filing of the complaint, the Board shall serve a copy thereon on the respondent either by personal delivery or by registered or certified mail return receipt requested addressed to respondent at the address appearing on the books of the Association. With respect to service of the complaint or any other notice herein required, service by mailing or posting shall be deemed delivered and effective three (3) days after such posting and mailing in a regular depository of the United States Postal Service. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when signed by the respondent or on behalf of respondent will constitute his notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein.

Notice of Hearing

11.03. Along with service of the complaint, the Board shall serve by mail or personal delivery a "Notice of Hearing" on all parties at least thirty (30) days prior to the hearing. The Notice to the respondent shall be substantially in the following form, but may include other information:

You are hereby notified that a hearing will be held before the Board at _____ on the _____ day of _____, 19 _____ at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association.

If any of the parties can within five (5) days of service, show good cause as to why they cannot attend the hearing on the date set and indicate times and dates on which they can be available, the Board may reset the time and date of the hearing, and shall promptly deliver notice of the new hearing date to all persons previously served.

Notice of Defense

11.04. a. Service of complaint and Notice of Hearing shall be accompanied by the aforementioned Notice of Defense. The Notice of Defense shall state that the respondent may:

(1) Deny the allegations set forth in the complaint and attend the hearing set before the Board.

(2) Object to a complaint upon the grounds that it does not state any acts or omissions upon which the Board may proceed:

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense: or

(4) Admit to the complaint in whole or in part.

b. Respondent shall sign and return the Notice of Defenses to the Board within three (3) days of his receipt thereof.

c. If respondent admits to the complaint in whole or in part, the Board shall meet to determine appropriate action or penalty if any. Any objections by respondent to the form or substance of the complaint shall be considered by the Board within ten (10) days of their receipt and the Board shall make its determination and notify all parties within the same ten (10) day period. If the complaint is sufficient, the Board shall notify respondent that the hearing shall be held on the date previously set at which time respondent shall appear and present his defenses, if any. If the complaint is insufficient, the hearing shall be postponed and the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient: the same procedure set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Board that an amended or supplemental complaint is still insufficient then the matter may be dismissed by the Board.

Cease and Desist Orders

11.05. The Board may at its own discretion issue a cease and desist order and deliver same to respondent together with the complaint and Notice of Defense; such cease and desist order to be substantially in the following form:

The Board has received the attached complaint. By authority of the Bylaws as amended, the Board hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the Board of Directors or court of law permits. Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation.

Amended or Supplemental Complaints

11.06. At any time prior to the hearing date, the Board may file or permit the filing of an amended or supplemental complaint. All parties shall be notified of any such filing in the manner herein provided. If the amended or

supplemental complaint presents new charges, the Board shall afford the respondent a reasonable opportunity to prepare his defense thereto.

Discovery

11.07. Upon written request to the other party made prior to the hearing and within fifteen (15) days after service of the complaint by the Board or within ten (10) days after service of any amended or supplemental complaint either party is entitled to obtain the names and addresses of witnesses to the extent known to the other party and to inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request for discovery for discovery has not been complied with shall submit a petition to compel discovery with the Board; the Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

Notarized statements

11.08. At any time ten (10) or more days prior to a hearing or a continued hearing a party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence together with a notice as provided below. Unless the opposing party within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements' author, his right to cross-examine such author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

Constraints on the Board

11.09. It shall be incumbent upon each member of the Board to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the Board and remove himself from the proceedings and have it so recorded in the minutes. In any event, the respondent may challenge any member of the Board for cause, where a fair and impartial hearing cannot be afforded at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge. If a majority of the Board sustains the challenge, the President shall appoint a temporary Board member to replace the challenged member of the Board. All decisions of the Board in this regard shall be final.

Hearing

11.10. a. Whenever the Board has commenced the hearing in a matter and a member of the Board is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President shall replace or appoint a substitute for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

b. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination.

c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

d. The Chairman of the Board shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted.. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses, and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

Authorized Action

11.11. At the conclusion of testimony, the Board shall deliberate the evidence. By a majority vote of its members the Board shall determine whether the allegations as presented constitute a violation of the covenants or rules taken place, it may impose the following sanctions:

- a. Issue a reprimand.
- b. Levy a fine in such amount as their findings warrant.
- c. Authorize the initiation of appropriate judicial action.

Fines as Common Expense

11.12. Fines levied by the Board pursuant to this Article shall be considered a specific assessment of the member leviable by the Board against a lot and collectible in the same manner as any other assessment of the Association.

ARTICLE XII

ASSOCIATION REGISTERS

Member's Registers

12.01. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members.

Application and Transfer Fees

12.02. If the Board of Directors deems it appropriate, an application for the transfer of membership or for to a conveyance of interest in an owner's lot or an approval of a lease of an individual lot shall be accompanied by an application or transfer fee in an amount not exceeding \$50.00 to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board; a separate fee for obtaining a credit report if reasonably required by the Board may be charged in addition to the application fee.

Mortgage Register

12.03. The Association shall maintain a suitable register for the recording of pledged or mortgaged lots. Any pledgee or mortgagee of a members lot may, but is not obligated to notify the Association in writing of the pledge or mortgage. In the event notice of default or of a violation is given any member, under an applicable provision of the Bylaws or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XIII

ASSESSMENTS

The assessments of the Association shall be paid by each member in accordance with the annual budget. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Association shall have a right to specifically assess its members for their prorata share of any additional monies so required and the same shall be paid upon demand. All Annual Assessments as set forth in the Declaration shall be made against lot owners in amounts no less than are required to provide funds in advance for payment of all of the anticipated operating and maintenance expenses previously incurred. Payments under the Annual Assessments shall be divided into and be payable in monthly installments on the first (1st) day of each month. Nothing herein shall prevent the Board from paying taxes on retained monies or directing such payments, or, in the alternative, the Board may return retained sums to lot owners in accordance with their prorata share of the Annual Assessments prior to the end of the Association's fiscal year. There shall be paid at the time of purchase of a lot by a purchaser an initial assessment fee equal to one-sixth (1/6th) of the then current Annual Assessment, which sum shall be over and above any assessments referred to in the Declaration of these Bylaws.

ARTICLE XIV

ANNUAL BUDGET

Adoption of Budget

14.01. The annual budget for common expenses for the development shall be adopted by the Board of Directors of the Association. Said budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications as required by applicable law or as set by the Board. In addition, the budget must include items for reserve accounts for capital expenditures and deferred maintenance as required by applicable law or regulations or as set by the Board. A copy of the proposed annual budget of common expenses shall be mailed, by regular mail to the lot

owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of such meeting. Such meeting shall be open to the lot owners.

Annual Assessments Requiring Approval of Members

14.02. In the event the annual budget which requires assessments against lot owners in any fiscal or calendar year exceeds one hundred and five percent (105%) of such Authorized Annual Assessments for the preceeding year, a special meeting of the lot owners shall be held upon not less than thirty (30) days written notice by regular mail to each lot owner nor more than sixty (60) days prior to such meeting. At the special meeting, the lot owners may consider and enact a revision of the budget, approve the budget as proposed and the proposed Annual Assessments or recall any and all members of the Board of Administration and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Administration shall require a vote in the manner described in this paragraph of not less than sixty-seven percent (67%) of all of each class members of the Association and not of just those present at the special meeting.

Determination of Annual Assessments

14.03. In determining whether assessments exceed one hundred and five percent (105%) of the Authorized Annual Assessments for the prior year, there shall be excluded from the computation any provision for reasonable reserves made by the Board with respect to the repair or replacement of any property or with respect to anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and there shall be excluded from such computation assessments for capital improvements to the property and for such other items excluded under the provisions of the Declaration.

Increases

14.04. As long as the Developer is in control of the Board, said Board shall not impose an assessment for a year greater than one hundred and five percent (105%) of the prior fiscal or calendar year's Authorized Annual Assessment without the approval of sixty-seven percent (67%) of each class of voting members at a meeting called for such purpose.

Alternate Methods of Adjustment

14.05. As an alternative to the methods for adjusting the annual budget, the Board, with the required notice to all members, may propose the budget to the lot owners at a meeting of the Association called for such purpose or by writing, and if such budget or proposed budget be approved by sixty-seven percent (67%) of each class of members either or in writing, such budget shall not thereafter be re-examined by the lot owners.

ARTICLE XV

MINUTES OF MEETINGS

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by lot owners and Board members at all reasonable times.

SALARIES

Officers and Directors

16.01. No officers or directors shall for reason of his office be entitled to receive any salary or compensation but nothing herein shall be construed to prevent any officer or director from receiving any compensation from the Association for any duties other than as an officer and director.

Employees

16.02. The directors of the Board shall hire and fix the compensation of any and all employees, which they, in their discretion, may determine to be necessary in the conduct of the business of the Association.

ARTICLE XVII

AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended, or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a sixty-seven percent (67%) vote of each class of all members of the Association whether or not present at the meeting and provided that notice of said membership meeting has been given in accordance with these Bylaws and that the notice as aforesaid contained a full statement of the proposed amendment; proposed amendments of a material nature must be approved by at least fifty-one percent (51%) of the votes of eligible mortgage holders, as defined in the Declaration of unit estates that are subject to mortgages held by eligible holders. No modification or amendment to the Bylaws shall be valid unless certified by the President and Secretary of the Association before a notary public and copies thereof have been sent by regular mail to each lot owner. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment it is not necessary to use underlinings and hyphens as indicators of words added or deleted provided instead a notation is inserted immediately preceding the proposed amendment in substantially the following language:

Substantial rewording of Bylaw; See Bylaw _____
for present text.

Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XVIII

CONSTRUCTION

Wherever the masculine pronoun or singular form of a work is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, or the singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

ARTICLE XIX

EFFECTIVE DATE

OFF.
REC. 5882 PG 1313

These Bylaws shall be effective and in full force and effect as of July 1, 1983.

Signature and Certification

I certify that the foregoing are the true and correct bylaws together with all amendments thereto of SUTTON PLACE HOMEOWNERS ASSOCIATION, INC., a Florida corporation.

DATED: _____, 1984.

Harvey Estes, Secretary

PREPARED BY
RETURN TO
PATRICIA S. LEIB, ESQ.
101 E. KENNEDY, SUITE 1870
TAMPA, FLORIDA 33602