

EXHIBIT " C "

BYLAWS
OF
SAND CAY AT IBIS HOMEOWNERS ASSOCIATION, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION

ARTICLE I
IDENTITY

- A. The name of this Corporation is Sand Cay at Ibis Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Corporation" or "Association").
- B. The initial principal office of the Association is 9055 Ibis Boulevard, West Palm Beach, Florida 33412.
- C. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

ARTICLE II
PURPOSES

The Association has been incorporated for the purposes set forth in its Articles of Incorporation, including, but not limited to, the general purpose of administering, managing, operating, maintaining and preserving a residential community known as Sand Cay at Ibis Golf and Country Club, situated in Palm Beach County, Florida, and governed by that certain Declaration of Covenants, Restrictions and Easements for Sand Cay at Ibis Golf and Country Club (the "Declaration"), which has been or will be recorded among the Public Records of Palm Beach County, Florida, and as may be amended from time to time. Any terms defined in the Declaration shall have the same meaning when used herein unless a contrary intent is clearly set forth or indicated herein.

ARTICLE III
MEMBERSHIP AND VOTING

A. **Membership.** Every person or entity, including the Declarant, who is or becomes a record owner of a fee or undivided fee interest in any Lot which is or becomes subject, by the Declaration, to assessment shall be a Member of the Association. Membership shall continue until such time as the Member transfers or conveys said interest of record, or said interest is transferred and conveyed by operation of law, at which time membership, with respect to the property conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to the Declaration. Notwithstanding anything to the contrary contained herein, persons or entities who hold an interest in property within the Property only as security for the performance of an obligation, such as mortgagees, shall not be Members of the Association, unless and until such holder of a security interest acquires title pursuant to foreclosure, judicial proceeding or deed-in-lieu of foreclosure.

B. **Voting.** The Association shall have one (1) class of voting membership. Each Lot shall be allocated and entitled to one (1) vote for any Association matter requiring a vote of the Members of the Association. When more than one (1) person or entity holds the ownership interest in a Lot, all such persons and entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Article III. In no event shall more than one (1) vote be cast with respect to each Lot. Except as otherwise provided in this Article III, each Member of the Association who is designated and entitled to cast the vote for any Lot shall be named in a voting certificate signed by all Owners of such Lot and filed with the Association. In the event any such voting certificate is not filed with the Association, the vote to which such Lot is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband

and wife, the provisions of Section 4. of this Article, shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of a title to, the Lot to which the voting certificate pertains.

1. In the event an Owner is one (1) person, that person's right to vote shall be established by the recorded title to the Lot.

2. In the event a Lot is owned by more than one (1) person or entity, those persons or entities shall sign a voting certificate designating one (1) of them for the purpose of casting the vote which is appurtenant to their Lot.

3. In the event a Lot is owned by an entity, or an entity is designated as the Owner entitled to cast the vote for a Lot, such entity shall designate a partner, officer, fiduciary, employee or agent to cast the vote that is appurtenant to the subject Lot. The voting certificate for such Lot shall be signed by any duly authorized partner or officer of the entity.

4. Notwithstanding anything to the contrary contained in these Bylaws, in the event a Lot is owned jointly by a husband and a wife, the following provisions shall be applicable to the casting of the vote which is appurtenant to their Lot:

a) The husband and wife may, but shall not be required to, designate one (1) of them as the voting Member;

b) In the event the husband and wife do not designate either of them as the person entitled to cast the vote which is appurtenant to their Lot, and if both persons are present at any regular or special meeting of the Members and are unable to concur in the decision upon any subject requiring a vote of the Members of the Association, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and

c) In the event the husband and wife do not designate one (1) of them as the person entitled to cast the vote appurtenant to their Lot, and only one (1) of them is present at any meeting, the Member present may cast the vote to which their Lot is entitled, without establishing the concurrence of the absent Member.

The voting rights granted to the Members of the Association pursuant to this Paragraph B shall be subject to the Association's right to suspend such voting rights as provided in Article IV, Section 1B, of the Declaration and further subject to Declarant's voting rights as set forth in Paragraph E of this Article.

C. Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Lot, each Member who is designated to vote on behalf of such Lot.

D. Delinquent Owners. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs, or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his Membership ceases, or while he is not in good standing. A Member shall be considered delinquent when any assessment or portion thereof imposed against the Member remains unpaid for fifteen (15) days after the date due and payable, or if he is in violation of any provision of the Declaration or of the Ibis Declaration, or if he is in violation of any rule or regulation promulgated by the Association. While so delinquent or in violation, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

E. Developer Voting Rights. The Developer shall be entitled to vote according to the terms and provisions set forth in the Declaration, as the same may be amended from time to time.

ARTICLE IV
MEETING OF MEMBERS

A. Annual Meeting. There shall be an annual meeting of the Members of the Association a year between the months of October and May, on such date and at such time and place in Palm Beach County, Florida, as may be designated by the Board of Directors, from time to time. The purpose of the meeting shall be the transaction of such business as may come before the Membership, which, after the Developer no longer is entitled to control of the Association, shall include the election of persons to serve on the Board of Directors of the Association.

B. Special Meeting. Special meetings of the Members of the Association shall be held whenever called by a majority of the Board of Directors, or by a petition signed by at least a majority of the Members of the Association.

C. Quorum. A quorum for the transaction of business at the annual meeting or any special meeting shall consist of the attendance by designated voting Members holding thirty percent (30%) of all of the votes eligible to be cast by the Members of the Association, present either in person or by proxy; provided, however, that the Members present at any meeting, although less than a quorum, may adjourn the meeting to a future date. Any business which might have been transacted at a meeting as originally called may be transacted at any, adjourned or continued meeting thereof.

When a quorum is present at any meeting, a majority of the Members of the Association present either in person or by proxy (if not otherwise prohibited by law) shall decide any question brought before the meeting, unless the Declaration, the Articles, these Bylaws or any applicable statute provides otherwise. The Declaration, Articles, Bylaws and any Rules or Regulations promulgated by the Association are hereinafter sometimes collectively referred to as the "HOA Documents."

D. Proxies. Votes may be cast in person or by proxy (unless restricted by law or the HOA Documents). Proxies must be filed with the Secretary of the Association at or before the commencement of the Annual Meeting. Unless otherwise limited by the proxy, law or the HOA Documents, a proxy shall be valid and entitle the holder thereof to vote for any matter arising at the meeting for which the proxy is given or any adjourned or continued meeting thereof. Any proxy may be revoked by the person executing it prior to the time a vote is cast pursuant to such proxy. The Board may, in its discretion, prescribe a form for written proxies.

E. Secret Ballots. At any time prior to a vote upon any matter at any meeting of the Members of the Association, any Member may require that a vote be made by secret written ballot. In the event secret written ballots are used, the Chairman of the meeting shall call for nominations and for the election of two (2) or more inspectors or elections (unless, without objection from the Members present, the Chairman makes an appointment of persons to be inspectors of the election) to collect and tally such secret written ballots. Such inspectors of elections shall be nominated by a Member or Members of the Association and chosen by a majority vote of the Membership.

F. Notice of Meetings. A written notice of the date, time, place and purpose of all annual and special meetings of the Members of the Association shall be given to each Member of the Association, either personally or by mail at the Member's last known address that appears on the books and records of the Association. Any such notice shall be given to the Members not less than five (5) days and not more than sixty (60) days before the meeting to which the notice pertains. If notice is given by mail, it shall be deemed delivered when deposited in the United States Mail, postage prepaid. In the event any Member desires that notice be mailed to an address other than the address that appears on the books and records of the Association, such Member shall file a written request with the Secretary that notices intended for that Member shall be mailed to some other address, in which case notices shall be mailed to the address designated in such request. Additionally, the Secretary of the Association shall cause one (1) or more copies of any such written notice to be posted in a conspicuous place or places on the Property at least five (5) days prior to the meeting for which the notice pertains.

G. Waiver of Notice. Notwithstanding anything to the contrary contained in the HOA Documents, notice of any regular or special meeting of the Members of the Association may be waived by any Member before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Member's receipt of notice of such meeting.

H. **Adjourned Meeting.** If any proposed meeting cannot be organized because a quorum has not been obtained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than a new date of the meeting.

I. **Action Without Meeting.** The Members of the Association who are entitled to vote may, with the approval of the Board, act by written agreement in lieu of any regular or special meeting of the Members; provided, however, that written notice of the specific matter or matters to be determined is given to all Members as set forth in Paragraph F of this Article and includes a time period during which a response must be made by the Members who are entitled to vote.

J. **Action Without a Vote.** Whenever the vote of the Members is required or permitted by any provision of the Articles, Declaration or these Bylaws to be taken at any meeting of the Members, the vote of the Members may be dispensed with if not less than the required percentage of Members to vote upon the action consent in writing to such action being taken; provided, however, unless all Members entitled to vote shall approve such action, notice of such action shall be given to all Members.

K. **Minutes of Meetings.** The minutes of all meetings of Owners shall be kept in a book available for inspection by Owners or their authorized representatives and Directors, at reasonable times.

**ARTICLE V
BOARD OF DIRECTORS**

A. **Number, Term and Qualifications of Directors.** The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) nor more than nine (9) members, who need not be Members of the Association. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Association, who shall serve until the first annual meeting after the Developer has terminated control of the Association. Upon the expiration of the terms of the initial members of the Board, the Board shall be composed of those individuals who are elected by the Members of the Association, at the Annual Members meeting. Commencing at such Annual Meeting, the Directors of the Association shall have staggered terms. The Directors shall be elected at such Annual Meeting, as follows: one-third shall serve a one (1) year term; one-third shall serve a two (2) year term; and one-third shall serve a three (3) year term. The members of the Board shall serve without compensation, but shall be reimbursed for travel or other necessary and Board-approved expenses.

B. **Nomination and Election of Directors.** Until such time as the Developer transfers control of the Association to the Owners as provided in Article XVIII of the Declaration, the Developer may, in his sole discretion, elect, appoint, designate and remove any member of the Board, at any time, with or without cause. At such time as the Members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

1. **Nomination.** Nominations shall be made by Members of the Association at each annual meeting of the Members. Nominations may also be made by any Member of the Association by submitting a written nomination to the Secretary of the Association prior to the date of the annual meeting of the Members. Thereafter, all nominations shall be submitted to a nominating committee which shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board at least sixty (60) days prior to each annual meeting of the Members to serve until the close of that annual meeting.

2. **Election.** The Directors who shall serve on the Board of Directors shall be elected by a majority of votes cast at the annual meeting of the Members, provided a quorum of the Members entitled to vote is present either in person or by proxy. One vote per Lot may be cast with respect to each vacancy on the Board of Directors. The nominees receiving the largest number of votes shall be elected Directors. There shall be no cumulative voting.

C. **Organizational Meeting.** Within ten (10) days after each annual election of the Board of Directors, the newly elected Directors shall meet for the purpose of organization, the election of Officers, and the conduct of other business that may be transacted by the Board of Directors. The organizational

meeting shall be held on such date and at such time and place as shall be fixed by the Board of Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided all Directors are present at the meeting at which they were elected. In the event all Directors are not so present, notice of the organizational meeting shall be given as provided in Paragraph I of this Article V. If all Directors are present at the meeting at which they were elected, they may conduct the organizational meeting immediately following adjournment of the Annual Meeting of Members.

D. Resignations. Any director may resign from his service on the Board at any time by giving written notice of such resignation to the Board of Directors. Such resignation shall take effect upon receipt thereof by the President or Secretary of the Association or at any later time as may be specified in the notice.

E. Removal. Any director may be removed from his service on the Board of Directors for any nonfeasance, malfeasance, misfeasance or conduct detrimental to the best interest of the Association, by the affirmative vote of a majority of the Members of the Association at a special meeting of the Members called for that purpose, and a successor director shall then and there be elected to fill the vacancy thus created. In the event the Members fail to elect a successor director, then the Board of Directors may fill the vacancy thus created as provided in Paragraph F of this Article V. Notwithstanding anything contained to the contrary herein, until a majority of the directors are elected by the Members other than the Developer, neither the first Directors of the Association nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

F. Vacancies. In the event the office of any Director becomes vacant by reason of death, resignation, disqualification or otherwise, or in the event a majority of the Members fail to replace a removed Director, a majority of the remaining Directors, though less than a quorum, shall choose a successor Director to fill such vacancy. Any successor director shall serve on the Board of Directors for the balance of the unexpired term of the office he/she was chosen to fill. The Board of Directors may elect successor Directors at any regular meeting of the Board of Directors or at any special meeting of the Board called for that purpose, or by unanimous written consent of the remaining members of the Board.

G. Regular Meetings. The Board of Directors shall, at each organizational meeting, establish a schedule of regular meetings to be held during the period of time between such organizational meeting and the next annual meeting of the Members of the Association. All meetings of the Board of Directors other than those established as regular meetings shall be special meetings.

H. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director.

I. Notice of Meetings. Except as otherwise provided in these Bylaws, notice of the date, time and place of meetings of the Board of Directors, or adjournments thereof, shall be given to each Director by personal delivery, by ordinary mail at a Director's usual place of business or residence, or by telephone, telecopier or telegraph, not less than two (2) days prior to the date of such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States Mail, postage prepaid. If given by telegram, such notice shall be deemed delivered when delivered to the telegraph company, with fees paid for sending. The notice for any special meeting of the Board of Directors shall state the purpose of such special meeting; provided, however, that in the event all Directors are present at any special meeting, notice of a specific purpose shall be deemed waived and any business may be transacted by the Board at such special meeting. Meetings of the Board of Directors shall be open to all Owners and notice of such meeting shall be posted conspicuously on the Property at least forty eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate and need not be recognized at any such meeting.

J. Waiver of Notice. Any Director may waive notice of any meeting of the Board of Directors for which notice is required to be given pursuant to the terms and provisions of these Bylaws by signing a written Waiver of Notice before, during or after any such meeting of the Board of Directors. Attendance by any Director at any regular or special meeting of the Board of Directors shall be deemed to constitute that Director's waiver of notice of such meeting.

K. **Chairman.** The President shall preside as Chairman at all regular and special meetings of the Board of Directors. In the President's absence, the Directors present at any such meeting shall choose a Chairman to preside over the meeting.

L. **Quorum.** A quorum of the Board of Directors shall consist of a majority of the total number of directors serving on the Board of Directors, either present in person or by telephone with speaker or by conference call. In the event less than a quorum is present at any meeting of the Board of Directors, the majority of the Directors present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at any meeting of the Board of Directors as originally called may be transacted at any adjourned meeting thereof.

M. **Voting.** Each Director is entitled to cast one (1) vote on any matters of business properly before the Board of Directors at any regular or special meeting of the Board of Directors. Each and every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

N. **Action Without a Meeting.** The Board of Directors may act without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors and is filed with the minutes of the meetings of the Board of Directors. Such consent shall have the same effect as unanimous vote of the Board of Directors and a resolution thereof.

O. **Minutes of Meetings.** The Chairman shall, at each regular and special meeting of the Board of Directors, appoint a Director or representative of a management company retained by the Association, if any, to record the minutes of the meeting. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall include all matters of business brought before the Board of Directors, and all motions, votes, acts and resolutions by the Board of Directors. The minutes of all meetings of the Board of Directors shall be made available to any Director, Officer or Member of the Association at the office of the Association during reasonable times and upon reasonable notice by the person requesting to inspect the minutes.

P. **Compensation and Expense.** No Director shall receive any compensation or salary for his service as a Director on the Board of Directors; provided, however, that the Association may reimburse any Director for actual expenses incurred in the performance of a Director's duties, and contract with and compensate a Director for the rendition of unusual or exceptional services to the Association in an amount appropriate to the value of such services.

Q. **Emergency Meetings.** Any member of the Board or the President may call a meeting of the Board of Directors, without notice, for the purpose of considering any matter to be an emergency.

R. **Telephone Meetings.** Any meeting of the Board may be held by a telephone conference call, at which each member must be able to hear and be heard by all other members constituting a quorum.

S. **Annual Report.** Within one hundred fifty (150) days after the close of the fiscal year of the Association, the Board of Directors shall submit to the Members a written report as to the condition of the Association, including an account of the financial transactions during the preceding fiscal year.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Association shall have all the powers granted to it by law, the Declaration, the Articles of Incorporation and these Bylaws, all of which powers and duties shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by law, the Declaration, the Articles of Incorporation or these Bylaws. The powers and duties shall include, but not be limited to, the following:

- A. All of the powers and duties specifically provided in the Declaration.
- B. The power to fix, set, levy and collect General, Special and Individual Assessments.

- C. The power to expend monies collected for the purpose of paying the expenses of the Association.
- D. The power to purchase equipment, supplies and material required for the maintenance and payment of the Association's property.
- E. The power to insure the buildings and Improvements of the Association.
- F. The power to pay utility bills for utilities serving the Association's property.
- G. The power to make reasonable rules and regulations and to amend them from time to time.
- H. The power to improve the Association's property subject to the limitations of the Declaration.
- I. The power to enforce, by any legal means, the provisions of the Articles of Incorporation, the Bylaws, the Declaration and the Rules and Regulations promulgated by the Association.
- J. The power to file and record liens and collect delinquent Assessments by lawsuit or otherwise, to abate nuisances and to enjoin or seek damages from any property Owner for violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations.
- K. The power to pay all taxes and assessments against the Association's property or income.
- L. The power to select depositories for the Association's funds and to determine the manner of receiving, depositing and disbursing such funds.
- M. The power to contract with any person, firm, corporation or real estate management agent, in order to provide for the maintenance, operation and repair of the Association's property. Such contract may provide that the managing agent shall be paid, from time to time, a reasonable fee, stated as either a fixed fee or as a percentage of the total costs of maintenance, operation and repair or of the total funds of the Association handled and managed by the managing agent. Such fee, if any, shall be a management cost to be borne by the Association, unless the contract provides to the contrary.
- N. All other powers necessary to implement, enforce and carry into effect the powers described above, including the power to acquire, hold, own, mortgage, convey and deal in real and personal property of every kind and description.

ARTICLE VII
OFFICERS

- A. Elective Officers. The Officers of the Association shall be as follows:
 - 1. President. The President shall be the chief executive officer of the Association and shall:
 - a) act as the presiding officer at all meetings of the Members of the Association and of the Board of Directors;
 - b) sign, together with the Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons;
 - c) faithfully implement all policies, orders and resolutions of the Board of Directors; and
 - d) act as ex-officio member of all committees.
 - 2. Vice President. In the absence or disability of the President, the Vice President

shall exercise the powers and perform the duties of the President. He shall assist the President generally, and exercise such other powers and perform such other duties as may be prescribed by the Board of Directors or the President.

3. Treasurer. The Treasurer shall have the following powers and duties:

- a) receive such monies as shall be paid into the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall be the custodian of all funds, securities, contracts, leases and other important documents of the Association;
- b) supervise the keeping of the accounts of all financial transactions of the Association. He shall prepare and distribute to all of the members of the Board of Directors, whenever requested, a summary of the financial transactions and condition of the Association. He shall make a full and accurate report of the financial matters to the Members of the Association at the annual meeting and shall make all reports required by law; and
- c) may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board.

4. Secretary. The Secretary shall have the following powers and duties:

- a) attend all regular and special meetings of the Members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done;
- b) have custody of the corporate seal and affix the same to documents and other instruments when required;
- c) attend to all correspondence on behalf of the Association, the Board of Directors or the President;
- d) have custody of the minute book of the meetings of the Members of the Association, the Board of Directors and all committees; and
- e) perform such other duties as may be assigned by the Board of Directors or by the President. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Secretary's functions to the management agent as is deemed appropriate by the Board.

B. Appointive Officers. The Board of Directors may appoint Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other Officers as the Board of Directors deems necessary to administer the business and affairs of the Association.

C. Terms and Qualifications of Officers. The initial officers of the Association shall be those individuals named in the Articles of Incorporation who shall serve until the first annual meeting of the Members of the Association following termination of control by the Developer. Upon the expiration of the term of the initial officers, the officers shall be elected by a majority vote of the Board of Directors at the annual meeting of the Board. Officers shall be elected from the Members of the Association but need not be members of the Board of Directors. Each Officer of the Association shall serve as an Officer until his successor has been duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws.

In the event the Board of Directors appoints other Officers to serve the Association, such Officers shall perform the duties and have the authority determined by the Board of Directors. Any Assistant Vice President, Assistant Secretary or Assistant Treasurer shall perform the duties of the Vice President, Secretary and Treasurer, respectively, when such Officers are absent or when they are not able or refuse to act.

D. Resignations. Any Officer of the Association may resign from his service in such office at any time by giving written notice to the Board of Directors. Such resignation shall take effect upon receipt thereof by the Chairman of the Board of Directors or at any later time as may be specified in the written notice.

E. Removal. Any Officer may be removed with or without cause from his service in such office at any time by the Board of Directors. Any Officer who is to be removed from office shall be entitled to at least five (5) days written notice of the Board of Directors meeting at which such removal shall be considered by the Board of Directors, and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

F. Vacancies. In the event any office of the Association becomes vacant by reason of an Officer's death, resignation, removal, disqualification or otherwise, the Board of Directors may elect an Officer to fill such vacancy at any regular meeting of the Board of Directors or at a special meeting of the Board of Directors called for that purpose. Any Officer so elected shall serve as an Officer of the Association for the unexpired portion of the term of office he was elected to fill.

G. Compensation and Expenses. Officers shall not receive any compensation for their services as Officers of the Association. The Board of Directors may, in its discretion, reimburse any Officer for actual expenses incurred in the performance of that Officer's duties, and contract with and compensate an Officer for the rendition of unusual or exceptional services to the Association in an amount appropriate to the value of such services. The fact that any Director is an Officer shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation.

ARTICLE VIII EXECUTIVE AND ADVISORY COMMITTEES

A. Designation of Executive and Advisory Committees. The Board of Directors may, in its discretion, designate one (1) or more executive or advisory committees for the purpose of effecting any of the business and affairs of the Association as may be authorized and delegated by the Board of Directors, or for the purpose of conducting studies and making reports to, and for consideration by, the Board of Directors with regard to any particular business matter or affair of the Association. Any such executive or advisory committee shall have a chairman and two (2) or more committee members, who must be appointed by the Board of Directors, who need not be Members of the Association, and who may be Directors.

B. Standing Committees. The Board of Directors may establish such standing committees as the Board determines to serve the interests of the Association.

C. Committee Rules and Regulations. Each committee may adopt rules and regulations for its own government; provided, however, that such rules and regulations are not inconsistent with the terms of the resolution of the Board of Directors designating the committee, with these Bylaws or with the terms and provisions of the Articles of Incorporation of the Association and the Declaration.

D. Compensation and Expenses. The persons serving on any executive or advisory committee shall not receive any compensation for their services on any such committee. The Board of Directors may, in its discretion, reimburse any such person for actual expenses incurred in the performance of his duties, and contract with and compensate any such person for the rendition of unusual or exceptional services to the Association in an amount appropriate to the value of the services. The fact that any Director is an Officer of the Association or a member of any executive or advisory committee shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation. The Board of Directors may, in its discretion, authorize such committees to expend a specific amount of funds for a specific purpose, which funds and purpose are deemed necessary by the Board of Directors to enable the committee to fulfill its duties to the Association and to the Board of Directors. The Board of Directors may reimburse, in whole or in part, any committee for funds expended by the committee, which funds were necessary for the committee's exercise of its authorized duties.

ARTICLE IX
ASSESSMENTS AND LIEN THEREFOR

A. Annual Assessment. The Association, through its Board of Directors, shall have the power and authority to levy and collect an Annual Assessment from each Owner, except as otherwise provided hereinafter. The Annual Assessment shall be used in accordance with the annual budget adopted by the Board of Directors, including, without limitation, payment of taxes and insurance upon property owned by the Association or upon Common Properties which the Association is obligated to maintain under the provisions of the Declaration; the cost of operation and management of the Association; expenses and liabilities incurred by the Association in connection with the enforcement of its rights and duties against Members or others; and the creation of reasonable reserves.

B. Due Date of Annual Assessments. The Annual Assessment shall be due and payable quarter-annually in advance, at the commencement of the Association's fiscal year, or, as otherwise provided by the Board from time to time. The first Annual Assessment shall be based upon an estimate of the operating expenses for the year. In the event this Assessment proves insufficient to satisfy such expenses, the Board of Directors may levy a supplementary Assessment in the amount of the deficit, which supplementary Assessment shall not require the assent of the Members. The amount of the Annual Assessment may be adjusted from year to year as deemed necessary or desirable by the Board of Directors.

C. Special Assessments. The Association, through its Board of Directors, shall have the power and authority to levy and collect Special Assessments from each Owner (except as to Lots owned by the Developer as provided in Article VII of the Declaration) for the following purposes: the acquisition of real or personal property by the Association, by purchase, lease or otherwise; payment, in whole or in part, of the cost of construction of capital improvements to Association property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; the cost of maintenance or repairs of any property which the Association is obligated to maintain under the Declaration, including roads, Common Areas and Recreational Facilities; Common Expenses if funds are not otherwise available therefor from Assessments or reserves; the expense of indemnification of each Director and Officer of the Association and such other provisions deemed appropriate by the Board of Directors. All notices of Special Assessments from the Association to the Owner shall designate the date when due. All Special Assessments shall be levied upon the same basis as Annual Assessments, unless otherwise determined by the Board, and shall be collectible in such manner as the Board of Directors shall determine.

D. Individual Assessments. The Association, through its Board of Directors, shall have the power and authority, from time to time, to fix, levy and collect Individual Assessments against an Owner for the cost of repairs or replacements within or without the Property for which the Owner, his family, lessees, guests or invitees are responsible, but which the Owner has failed or refused to pay or perform, and which failure or refusal has endangered or impaired the use or value of other Lots or Common Areas within the Property, as determined by the Board. Individual Assessments shall be collectible in such a manner as the Board of Directors shall determine. The Association may also levy Individual Assessments against any Owners who have caused the Association to incur special expenses due to willful or negligent acts of such Owners, their families, lessees, guests or invitees. The Association shall have the right to file a lien against the Lot or Unit of any Owner not paying any Assessment when due and may foreclose such lien as well as pursue any other remedies available to the Association at law or in equity, including, but not limited to, those available under the Declaration, Articles of Incorporation and Bylaws.

E. Effect of Non-Payment of Assessments; Remedies. If any Assessment made and levied hereunder is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law, but not to exceed eighteen percent (18%) per annum, from the date when due until paid. The unpaid Assessment, together with interest thereon and the costs of collection thereof, including reasonable attorneys' fees, shall become a continuing lien on the property and Lot against which such Assessment is made. The lien shall bind the property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the Assessment is levied. Any successor in title shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments. Such information may be obtained from the Association upon request therefor.

1. The Association shall provide written notice of Assessments to each Owner. If any

Assessment or installment thereof shall not be paid within fifteen (15) days of the due date, the Association may declare the entire Assessment immediately due and payable and may, without waiving any other right or remedy to which it may be entitled, file a claim of lien among the Public Records of Palm Beach County, Florida, and, at any time thereafter, bring an action to foreclose the lien against the property and/or a suit on the personal obligations against the Owner, and there shall be added to the amount of the Assessment the cost of preparing and filing a complaint and the claim of lien in such action (including reasonable attorneys' fees), and, in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided above and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. The Assessment liens provided for in the Declaration may be foreclosed in the same manner as mortgages are foreclosed, and the Association, through its duly authorized agents, shall have the power, but not the obligation, to bid on any Lot or Unit at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

2. Upon payment in full of the amount secured by a lien filed by the Association against any Lot or Unit, including interest, attorneys' fees and costs, the Association shall execute and record an appropriate release of lien form among the Public Records of Palm Beach County, Florida, which shall be an expense of the Owner against whose Lot or Unit the lien was filed.

F. Additional Assessments. The Assessments provided for hereinabove shall be in addition to all other Assessments which may be levied by the Ibis POA in accordance with the Ibis Declaration and any other association of which the Owner may be a member by virtue of his ownership of a Lot or Unit.

G. Drainage Taxes. Each Owner shall be assessed special drainage taxes levied by the Northern Palm Beach County Improvement District (the "District") for the payment of principal and interest on bonds issued by the District to finance and maintain drainage systems and related facilities and throughout Ibis Golf and Country Club. These taxes shall be paid directly to the Palm Beach County Tax Collector and are billed by the Tax Collector at the same time as the County bills for annual ad valorem real estate taxes. Such taxes are separate and distinct from any Assessments paid to the Association and to the Ibis POA and are not governed by the covenants contained in the Declaration. The due dates for such taxes are established by the District as being the same for the collection of annual ad valorem taxes by the County.

ARTICLE X

SELF DEALING, VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS

No contract, agreement or undertaking of any sort between or among the Association, Ibis, Ibis POA (or any of the preceding directors, employees or officers), Members or the Declarant shall be invalidated or affected by reason that any of them may hold the same or similar positions with another person, property owner or condominium association within Ibis Golf and Country Club, or elsewhere, or that they may be financially interested in the transaction or that they are employed by the Declarant or any entity which may be regarded as an affiliate of the Declarant.

No contract, agreement or undertaking of any sort between the Ibis POA and any entity or individual shall be invalidated or affected by reason that the Ibis POA, its directors, officers, members, the Developer, its agents or employees hold a financial interest in or with the individual or entity.

By acquisition of a Lot or any interest therein at Ibis Golf and Country Club, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract or equity arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase of their Lot or Unit or thereafter against the Ibis POA, its directors, officers, members, or the Developer and its agents or employees.

ARTICLE XI

FISCAL MANAGEMENT

A. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, or on such other date as may hereafter be adopted by the Board of Directors.

B. Depositories. The funds of the Association shall be deposited in a bank or banks in the State of Florida, in one or more accounts for the Association under resolutions approved by the Board of Directors from time to time and such funds shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts.

C. Fidelity Bonds. Fidelity Bonds may be required by the Board of Directors from Officers and employees of the Association and from any contractor or agent handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association.

D. Records. The Association shall maintain accounting records according to generally accepted accounting principles. Such records shall include a record of receipts and expenditures for each Member, which shall designate the name and address of the Member, the amount of each assessment, the due dates, the amounts paid upon the account and the balance due.

E. Accounts. The receipts and expenditures of the Association shall be created and charged to such accounts as the Board of Directors shall deem appropriate.

F. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses and to provide and maintain funds for each account and reserves in accordance with good accounting practices and decisions of the Board.

**ARTICLE XII
AMENDMENT**

These Bylaws may be amended by a resolution adopted by the Board of Directors of the Association during the time that the Declarant has the right to appoint or designate a majority of the members of the Board of Directors. Thereafter, these Bylaws may be amended by a vote of not less than a majority of the Members entitled to vote in person or by proxy at any annual or special meeting of the Members of the Association at which a quorum is present; provided, however, that a full statement of the proposed amendment is set forth in the notice of such meeting, and that no amendment shall conflict with the terms and provisions of the Articles and the Declaration. Notwithstanding anything to the contrary contained in these Bylaws, so long as the Developer owns one (1) or more Lots, Developer's written consent to any amendment to these Bylaws must first be obtained, before any amendment shall be effective.

Notwithstanding anything to the contrary in the foregoing paragraph, these Bylaws may not be amended without the prior written consent of the Ibis POA.

**ARTICLE XIII
ENFORCEMENT**

The Association, by direction of the Board of Directors, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, reservations and liens now or hereafter imposed by the Association under the Declaration, these Bylaws or the Rules and Regulations of the Association.

**ARTICLE XIV
VALIDITY**

If any Bylaw, Rule or Regulation shall be judged invalid, such invalidity shall not affect the validity of any other Bylaw, Rule or Regulation.

**ARTICLE XV
PROCEDURE**

Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Members and/or the Board of Directors.

ARTICLE XVI
DISSOLUTION

The Association may be dissolved by a unanimous vote of the Members entitled to vote at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that so long as Declarant owns at least one (1) Lot in the Project, the Declarant's written consent to the dissolution of the Association must first be obtained.

ARTICLE XVII
RULES AND REGULATIONS

Declarant, until the Declarant transfers control of the Association to the Owners, and thereafter, the Board of Directors, may establish Rules and Regulations for the use and occupancy of the Property, in accordance with the terms and provisions of the Declaration. The Rules and Regulations of the Declarant for the Property shall be deemed to be the Rules and Regulations of the Association and shall be deemed to be approved by the Board of Directors, with or without a specific resolution to that effect.

ARTICLE XVIII
FINES

A. Compliance. Every Lot Owner and his family, lessees, guests, invitees and agents shall comply with any and all Rules and Regulations for the Property, as the same now or hereafter may exist, including modifications which may be adopted by the Board of Directors in the future.

B. Enforcement. Failure to comply with such Rules and Regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums of money for damages, injunctive relief or any combination thereof. The Board of Directors shall have the right to suspend voting rights and use of the Common Areas (except as to ingress and egress to each Owner's Lot or Unit) and Recreational Facilities in addition thereto.

C. Fines. In addition to all other remedies, and in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Lot Owner for failure of a Lot Owner, his family, lessees, guests, invitees or agents to comply herewith or with any provision of the Declaration or rule or regulation, provided the following procedures are substantially followed:

1. Notice. The Board of Directors shall notify the Lot Owner in writing (the "Notice") of the infraction or infractions. Included in the Notice shall be the date, time and location in Palm Beach County, Florida, of a special meeting or regular meeting of the Board of Directors, at which the Lot Owner may present reasons why penalties, including a fine or fines, should not be imposed. The Lot Owner may be present in person or through an agent, or may give a written statement of Owner's position of the charges referred to in the Notice.

2. Hearing. The facts on non-compliance or violation shall be presented to the Board of Directors after which the Board shall hear reasons why penalties or fines should not be imposed. A written decision of the Board of Directors shall be delivered or mailed to the Lot Owner not later than thirty (30) days after the hearing.

3. Penalties. The Board of Directors may, in addition to all other rights and remedies and not in lieu or in place thereof, impose a Special Assessment or Assessments against the Lot and the Owner of same, for violations of the provisions of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations by the Owner, his family, tenants, guests, invitees or agents as follows:

- a) First non-compliance or violation - a fine not in excess of Twenty-five Dollars (\$25.00);
- b) Second non-compliance or violation - a fine not in excess of Fifty Dollars

(\$50.00); and

c) Third and subsequent non-compliance(s) or violations which are of a continuing or regular nature, a fine not in excess of One Hundred Dollars (\$100.00).

4. **Payment of Penalties.** Fines shall be paid by the Owner of the Lot or Unit against which they are assessed not later than five (5) days after notice of the imposition of same.

5. **Collection of Fines.** Fines shall be treated as an Assessment and a lien may be filed against the Lot or Unit by the Board in connection therewith. Such liens may be foreclosed or the Association may bring an action at law to collect such fines, together with reasonable attorneys' fees and costs and interest from the due date until paid.

6. **Non-Exclusive Remedy.** The fines provided for herein are not intended to be, and shall not be construed as, an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Lot Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover.

**ARTICLE XIX
MISCELLANEOUS**

A. **Bylaws Subject to Other Documents.** The provisions of these Bylaws are expressly subject to the terms, provisions and conditions contained in the Declaration, Articles of Incorporation and Bylaws of the Ibis POA and are also subject to the terms, provisions and conditions contained in the Ibis Declaration, which have been recorded among the Public Records of Palm Beach County, Florida, as the same may be amended from time to time.

B. **Captions and Headings.** The captions and headings pertaining to the articles and paragraphs contained in these Bylaws are solely for the convenience of the reader and in no way shall such captions or headings define, limit or in any way affect the substance or interpretation of the provisions contained herein.

C. **Number and Gender.** Whenever used in these Bylaws, the singular number shall include the plural, the plural number shall include the singular and the use of any one gender shall be applicable to all genders.

D. **Severability.** Should any of the covenants or provisions imposed herein be void or become unenforceable at law or in equity, for any reason, the remaining provisions hereof shall, nevertheless, be and remain in full force and effect.

E. **Conflicting Provisions.** In the event there is any conflict between the Articles and these Bylaws, the terms and provisions of the Articles shall control; and, in the event there is any conflict between the Declaration and these Bylaws, or between the Declaration and the Articles, the terms and provisions of the Declaration shall control.

F. **Governing Law and Venue.** The terms and provisions contained in these Bylaws shall be construed, governed and enforced in accordance with the laws of the State of Florida, without regard to its principles of conflicts of laws, and in any litigation relating to these Bylaws, venue shall be exclusively in Palm Beach County, Florida.

G. **Management Company.** The Association may employ a Management Company or companies to perform any or all of the Association's functions, except for those functions which may be non-delegable pursuant to applicable law. Except with respect to such authority that may be non-delegable pursuant to applicable law, the Board of Directors and/or the Officers of the Association may delegate to a Management Company or manager such authority as is deemed appropriate, from time to time, by the Board.

The foregoing were adopted as the Bylaws of Sand Cay at Ibis Homeowners Association, Inc., a Florida not-for-profit corporation, on the 16th day of AUGUST, 2000, and in witness whereof, the undersigned, being all of the members of the Board of Directors of such Association, have executed these Bylaws on such date.

SAND CAY AT IBIS HOMEOWNERS ASSOCIATION
INC., a Florida not-for-profit corporation

By: CGW
Name: Clifford G. Wilson, Director

By: Patricia A. Erdman
Name: Patricia A. Erdman, Director

By: George G. Speer
Name: George G. Speer, Director