BY-LAWS

of

FOXGLOVE, INC.

ARTICLE I
MEETINGS OF STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of the stockholders of the corporation, for the election of Directors and for such other business as may properly come before such meeting, shall be held at the principal office of the corporation in Hollywood, Broward County, Florida, on the first Monday in March of each year unless a legal holiday, in which event such meeting shall be held on the first day thereafter not a legal holiday; except that the first annual meeting of the corporation shall be held on March 2, 1964. The notice of the meeting shall be in writing and signed by the President or Vice-President or the Secretary or an Assistant Secretary. Such notice shall state the purpose or purposes for which the meeting is called and the time when and the place where it is to be held and a copy thereof shall be served, either personally or by mail, on each stockholder of record entitled to vote at such meeting, not less than ten or more than thirty days before the meeting.

Section 2. Special Meetings. Special meetings of stockholders, other than those regulated by statute, may be called at any time by the President or Secretary or by a majority of the Board of Directors and it shall also be the duty of the Secretary to call such meeting whenever requested in writing so to do by the stockholders of record of at least a majority of the outstanding capital stock. A notice of each special meeting, stating the time, place and purpose thereof and the officer or other person or persons by whom the meeting is called, shall be served, either personally or by mail, on each stockholder of record, at least ten days before such meeting. No business other than that stated in the notice shall be transacted at any special meeting unless the stockholders of record of all outstanding stock of the corporation are present thereat in person or by proxy.

Section 3. Waiver of Mailing of Notice. The notice provided for in the two foregoing sections is not indispensable, but any stockholders' meeting whatever shall be valid for all purposes if the stockholders of record of all outstanding stock of the corporation are present thereat in person or by proxy or if a quorum is present as provided in the next succeeding section and notice of the time, place and purpose of such meeting has been duly waived in writing by all stockholders not so present. .Any notice to be served on a stockholder by mail shall be directed to the stockholder at his address as it appears on the stock book unless the stockholder shall have filed with the Secretary of the corporation a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 4. Quorum. At all meetings of stockholders in order to constitute a quorum and to permit the transaction of any business, except to adjourn a meeting, there shall be present, either in person or by proxy, stockholders of record of a majority of the outstanding capital stock.

Section 5. Voting. Each stockholder of record shall be entitled at each stockholders' meeting to one vote and/or part of vote, in person or by proxy, for each share and/or fractional share of stock standing in his name on the stock book at the time of the meeting. All proxies shall be in writing and shall be filed with the Secretary at or prior to the time of the meeting. All voting shall be viva voce, except that any qualified voter may demand a ballot stock vote, in which case the voting shall be by ballot, and each ballot shall state the name of the stockholder voting and the number of shares owned by him, and in addition, the name of the proxy, if such ballot is cast by a proxy.

If capital stock of the corporation is held of record by two or more persons, anyone of such persons present at a stockholders' meeting shall have the right to vote such stock. Any dispute between co-owners of stock as to who shall have the right to exercise such voting rights there-under shall result in such stock not being voted until such dispute is determined by a Court of competent jurisdiction.

ARTICLE II
DIRECTORS

Section 1. ***Election and Term.*** *The management of the affairs of the corporation shall be conducted by a Board of Directors and the first Board of Directors as designated in the Certificate of Incorporation of the corporation shall hold office until the first annual meeting of the corporation shall be held on March 2, 1964. Thereafter, Directors shall be elected at the annual meeting of stockholders or at a special meeting held for that purpose as provided by law, by a plurality of the vote cast at such election. Directors, including those named in the Certificate of Incorporation, shall serve until the date herein fixed for the next annual meeting of stockholders and until the election of their respective successors. After the first annual meeting of stockholders, Directors shall be stockholders of the corporation, or any person who resides with the stockholder in the unit as their principal residence or vacation home and is an immediate family member (spouse, domestic partner, parent, child, or sibling) of the stockholder. If the stockholder is an entity, those eligible to serve as directors must reside in the unit as their principal residence or vacation home and be: (1) the trustee or beneficiary, if the entity is a trust; (2) a member, officer, director or partner, if the entity is a corporation, limited liability company, partnership or any similar corporate entity.*[5]

If the Certificate of Incorporation shall provide that the number of Directors shall be not less than a minimum and not more than a stated maximum, the number of Directors shall be determined by the Board of Directors from time to time and the number so determined shall be the number of Directors of the corporation until changed by further action of the Board of Directors.[5]

Should a Director become divested of his capital stock (or should a Director who is not an individual stockholder cease to be eligible to be a Director under the provisions of Section 1 above), such divestiture (or, as applicable, loss of eligibility) shall operate as a resignation of his or her office as such Director.[5]

Section 2. Vacancies. When any vacancy exists or occurs among the Directors by death, resignation or removal, or by divestiture of stock, the same shall be filled for the remainder of the term by a majority vote cast at a meeting of the remaining Directors duly called for such purpose. If the number of the Directors is increased, the additional Directors shall be elected by a plurality of the votes cast at a meeting of stockholders duly called for the purpose and shall serve for the term above prescribed. If all the Directors die or resign, any stockholder may call a special meeting of the stockholders, as provided herein, and Directors for the unexpired term may be elected at such special meeting in the manner provided for their election at annual meetings.

Section 3. Removal. Any Director may be removed from office at any time at the pleasure of the stockholders, on affirmative vote taken at a stockholders' meeting duly called for such purpose by the stockholders of record of at least two-thirds of the then outstanding capital stock.

Section 4. Meetings. The Board of Directors shall hold its annual meeting immediately after the annual meeting of the stockholders, without notice, and shall hold a special meeting on the call of the President or any two other officers of the corporation upon five days written notice to each Director, served in person or by mailing the same to him at the last address furnished by him to the corporation. Any meeting of the Board at which all the Directors are present, or of which notice has been duly waived by all absentees, shall be valid for all purposes provided a quorum is present. A majority of the Directors shall constitute a quorum. Meetings of the Board shall be held at the principal office of the corporation in the City of Hollywood, Broward County, Florida, and as specified in the notice calling the meeting. At meetings of the Board, each Director shall be entitled to one vote.

Section 5. Annual Budget. In furtherance of the definitions and provisions of the proprietary leases entered into by the corporation with its stockholders, the Board of Directors shall determine the cash requirement, as defined therein, for each particular year of the term of such proprietary leases by resolution or resolutions adopted during the particular year in question or the preceding year, and shall likewise fix the terms and times of payment of the rent due from the stockholders who are lessees under such proprietary leases to meet such cash requirements. The Board of Directors shall have the discretionary power to prescribe the manner of maintaining and operating the apartment building of the corporation and to determine the aforesaid cash requirements. Every such determination by the Board shall be final and conclusive as to all stockholders while lessees under proprietary leases and any expenditures made by the corporation's officers or agents under the direction or with the approval of the Board shall, as against such stockholders, be deemed necessarily and properly made for such purposes. The operating year of the corporation shall be the calendar year.

With reference to fixing and determining the cash requirements and rentals under the proprietary leases as hereinabove set forth, it is understood that the object and purpose of this corporation is to maintain and operate the Foxglove on a mutual and cooperative basis for the sole use of its stockholders without any profits or other gains or remuneration to the corporation excepting the cash requirements and rentals necessary for the upkeep and expense of maintaining the building.

Section 6. House Rules. The Board of Directors shall have power to make and change the house rules applicable to the apartment building known and designated as the Foxglove whenever the Board deems it advisable so to do. All house rules shall be binding upon all tenants and occupants of the apartment building.

Section 7. Executive Committee. The Board of Directors may, by resolution, appoint an Executive Committee to consist of three or more Directors of the corporation. Such committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the corporation during the intervals between the meetings of the Board so far as may be permitted by law, except that the Executive Committee shall not have power to determine the cash requirements defined in the proprietary leases or to fix the rent to be paid under the proprietary leases, or to vary the terms of payment thereof as fixed by the Board.

ARTICLE III
OFFICERS

Section 1 Election and Removal. The Board of Directors at its first meeting and at each annual meeting shall elect from the Board by a majority vote, a President and one or more Vice Presidents, and shall elect a Secretary and a Treasurer and may also at any time appoint one or more Assistant Secretaries or Assistant 'Treasurers and accord to such assistant officers such powers as the Board deems proper. Any person otherwise qualified may hold any two offices. Each of the Officers shall serve until the next annual meeting of the Board and until the election or appointment of his respective successor; but any Officer may be removed from office at any time, and his successor chosen, at the pleasure of the Board on affirmative vote taken at any meeting by a majority of the full Board.

Section 2. President and Vice President. The President shall preside at meetings of the stockholders and of the Board of Directors. He shall, subject to the control of the Board, have general management of the affairs of the corporation and shall perform all the duties. incidental to his office or prescribed for him by these By-Laws or by the Board and shall make and sign in the name of the corporation all contracts, leases, and other instruments which are authorized from time to time by the

Board. In the absence or inability of the President, the Vice President shall have the powers and perform the duties of the President. The Vice President shall at all times have power to make and sign proprietary leases in the name of the corporation.

Section 3. Secretary. The Secretary shall keep and record, in proper books provided for the purpose, the minutes of meetings of the Board of Directors and of the stockholders, he shall record all transfers of stock and cancel and preserve Certificates of Stock transferred and he shall keep such other records as the Board shall require. He shall attend to the giving and serving of notices by the corporation, he shall have custody of the corporate seal and affix the same to the Certificates of Stock and to written instruments required by law, by these By-Laws or by the Board. He shall also perform all other duties incidental to his office. He shall keep a book, to be known as the Stock Book, containing the names, alphabetically arranged, of all persons who are stockholders of the corporation, showing their places of residence, the number of shares of stock held by them respectively, the time when they respectively became the owners thereof, the amount paid thereon, and the denomination and amount of all stock transfer stamps affixed thereto, and such books shall be open daily during at least three business hours for inspection by any person who shall have been a stockholder of record for at least six months immediately preceding his demand or by any person holding, or thereunto in writing authorized by the holders of at least five percent of all the outstanding stock. Persons so entitled to inspect the Stock Book may make extracts therefrom. In the absence or inability of the Secretary, the Assistant Secretary shall have all the powers and perform all the duties of the Secretary.

Section 4. Treasurer. The Treasurer shall, subject to the control of the Board, have the care and custody of and the responsibility for all funds and securities of the corporation and shall keep the same in its name in such banks, trust companies or safe deposit companies as the Board shall designate and shall perform all other duties incidental to his office or prescribed for him by these By-Laws or by the Board. Within a reasonable time after the close of each year ending December 31st, the Treasurer shall furnish to each stockholder who is a lessee under a proprietary lease then in force a statement of the income and expenses of the corporation during such year, on which statement there shall be indicated the portions of the rent paid by such stockholder under his proprietary lease during such year which have been used by the corporation for the payment of taxes on real estate and interest on its mortgage or other indebtedness. In the absence or inability of the Treasurer, the Assistant Treasurer shall have all the powers and perform all the duties of the Treasurer.

Section 5. Salaries No salary or other compensation for services shall be paid to any Director or Officer of the corporation for services rendered as such Director or Officer unless and until the same shall have been authorized in writing or by affirmative vote taken at a meeting of the stockholders by the stockholders of record of at least two-thirds of the then outstanding capital stock.

ARTICLE IV

Section 1. Indemnity to Directors, Officers and Employees. Any person made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a Director, Officer or employee of the corporation shall be .indemnified by the corporation against reasonable expenses, including but not limited to attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Officer, Director or employee is liable for negligence or misconduct in the performance of his duties. Such right of indemnification shall not be deemed exclusive of any other rights to which Director, Officer or employee may be entitled.

ARTICLE V
PROPRIETARY LEASES (SUB LEASES)

Section 1. Form The Board of Directors shall adopt a form of proprietary lease to be used by the corporation for the leasing of all apartments in the apartment building to be leased to stockholders under proprietary leases. Such proprietary leases shall be for such terms, with or without provisions for renewals and shall contain such restrictions, limitations and provisions in respect to the assignment thereof, the sub-letting of the premises demised thereby, and the sale of transfer of the shares of the stock of the corporation accompanying the same, and such other terms, provisions and conditions and covenants, as the Board deems advisable. Annexed hereto as Appendix "A" is the approved form of proprietary lease and all proprietary leases (as distinct from House Rules) subsequently executed and delivered shall be in the same form and shall not be changed in form or substance unless such change shall be made pursuant to the affirmative vote; taken at a meeting called for that purpose, or the written consent, of lessees owning at least two-thirds in amount of the corporation's capital stock then owned by lessees under proprietary leases then in force.

A SUBLEASES No Shareholder may convey any interest in a Unit by sublease without prior approval of the Corporation. A Shareholder shall not be permitted to enter into any sublease unless and until that Shareholder has owned his share in the Corporation for a period of twenty-four (24) [4] consecutive months. There shall be no more than one (1) rental in any twelve (12) month period beginning the first day of September in any year until the last day of August in the succeeding year. A sublease shall not be for a period less than one month nor more than a period of four months in term. A Shareholder intending to make a bona fide sublease of his Unit or any interest therein shall give to the Corporation written notice of such intention together with the name and address of the intended sublessee(s) and all occupant(s). a copy of the fully-executed sublease which shall be required to be on a form as prepared by and/or approved by the Corporation, and such other information concerning the intended sublessee(s) as the Corporation may reasonably require. At no time during a year, as defined above, may more than eight (8) units be subleased. The Board reserves the right to determine the basis for limiting the number of subleases, which may include, but not be limited to approving applications on a first come first served basis, a lottery, or other means as appropriate to the Board.. [2 3]

1) Effect of Delinquent Assessments. In the event a Shareholder becomes delinquent in the payment of an assessment or fees, or installment thereof, due to the Corporation during the term of the sublease, owner agrees that the sublessee shall pay directly to the Corporation on written demand, all rental payments due to the Shareholder. The Corporation shall be granted the full right and authority to demand and receive the entire rent due from the sublessee and deduct from the rent all assessments, interest, late charges, costs and attorneys fees, if any, due the Corporation. The balance, if any, shall be forwarded to the Shareholder at such Place as the owner may designate in writing. At such time as the delinquency no longer exists, the Corporation shall cease to demand any payment directly from the sublessee until such time as the Shareholder again becomes delinquent in the payment of assessments. [2]

2) Security Deposit. A Shareholder or sublessee shall place a security deposit in an amount equal to one (1) month's rent or such higher amount as may be allowed by law from time to time, into an escrow account maintained by the Corporation. The security deposit shall protect against damages to the Corporation property. Payment of interest, claims against the deposit, refunds and disputes under this provision shall be governed by Part II of Chapter 83 Florida Statutes. [2]

3) Compliance with Covenants and Rules. All subleases must include a covenant by he intended sublessee(s) to abide by all the terms and conditions of the Proprietary Lease, the Articles, Bylaws, and Rules and Regulations of the Corporation, as currently existing or as subsequently amended. If sublessee fails to abide by all covenants and rules contained in the Corporation documents, the Shareholder must promptly act to terminate the sublease and evict the sublessee. If the Shareholder does not do so, the Corporation is hereby empowered to act as agent and attorney-in-fact for the Shareholder to terminate the sublease and evict the sublessee. The Shareholder shall be liable for all costs and reasonable attorneys fees incurred in connection with the sublease termination and eviction of sublessee. [2]

4) Application Process. In conjunction with the submission of the application for sale, transfer or sublease and the Screening interview, the Corporation shall receive a "Transfer Fee" of $100.00 per applicant other than husband/wife or parent/dependent child to cover the cost of processing the application, or such higher other amount as provided in the Cooperative Act as amended from time to time, to cover costs incident to the determination of approval. The fee shall be paid along with the notice and the notice shall not be completed unless the fee is paid. The time frame for approval shall not begin to run until all documentation has been received, the transfer fee has been paid and the applicant presents him/herself for a personal screening interview.[2]

5) Screening Interview. Each proposed lessee shall submit to a personal screening interview by the Board of Directors, or a committee appointed by the Board of Directors, in advance of any unit conveyance. This requirement shall include family members who are not parents or children of the lessee. No notice to the Corporation shall be considered complete or effective without such interview, provided that the Board may waive this provision in its sole discretion.[2]

6) Approval. Within (30) days after receipt of the notice of conveyance, the transfer fee, and satisfactory completion of all conditions precedent to conveyance, the Corporation shall either approve or disapprove the proposed sublease. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Corporation, which shall be delivered to the Shareholder or lessee. Any attempt to sublease a Unit without prior application for approval by the Board of Directors of the Corporation shall be deemed a breach of the By-Laws and shall be null and void, and confer no interest whatsoever upon the intended sublessee. Any application for sublease of a Unit shall be denied if the Shareholder is delinquent in his/her maintenance assessment payment or any other payment is outstanding and due to the Corporation. If the transaction is a sublease, and the sublease is disapproved, then the sublease shall not be valid. If the Corporation fails to act upon the transaction within a thirty (30) day time limit the transaction shall be deemed to have been approved.[2]

Section 2. Assignment. Proprietary leases shall be signed or transferred only in compliance with, and shall never be assigned or transferred in violation of the terms, conditions and provisions of these By-Laws and of such proprietary leases. A duplicate original of each proprietary lease shall always be kept on file in the office of the corporation or with the managing agent of the apartment building.

Section 3. Accompanying Stock. The Board of Directors shall allocate to each apartment the number of shares of stock of the corporation which must be owned by the proprietary lessee thereof, which stock shall be allocated as set forth upon Appendix "A" forming part of the purchase agreement entered into by the stockholders with the developer.

Section 4. Corporations and Trusts. Leases and accompanying capital stock shall be issued to and held by natural persons only except, with the prior consent of the Board of Directors, a corporate entity or trust may be the owner and holder of such capital stock and lease; provided, however, that the said corporation or trust shall designate in writing as part of the proprietary lease, the person or persons who shall be the occupying tenant or tenants, which persons shall be subject to all of the requirements of such lease and who must first be approved, prior to occupancy, in the same manner as any of the other lessees or assignees.

ARTICLE VI
CAPITAL STOCK

Section 1. Stock Issued With Leases. Shares of stock of the corporation shall be issued only in connection with the execution and delivery by the purchaser and the corporation of a proprietary lease of an apartment in the building owned or leased by the corporation, and the ownership of the said stock so issued shall entitle the holder thereof to occupy for dwelling purposes the apartment specified in the proprietary lease so executed and delivered in connection with the issuance of said stock, subject to the covenants and agreements contained in such proprietary lease.

Section 2. Certificates of Stock. Certificates of stock of the corporation shall be in the form prepared by the Board of Directors and shall be signed by the President, or a Vice President, and the Secretary, or an Assistant Secretary, or the Treasurer, or an Assistant Treasurer, and sealed with the seal of the corporation and shall be numbered in the order in which issued. Certificates shall be bound in a book and issued in consecutive order therefrom and in the margin or stub thereof shall be entered the name of the person holding the shares therein represented, the number of shares and the date of issue. Each Certificate exchanged or returned to the corporation shall be cancelled, and the date of cancellation shall be indicated thereon by the Secretary and such Certificate shall be immediately placed in the Certificate Book opposite the memorandum of its issue.

Section 3. Transfer. Transfers of shares shall be made only on the books of the corporation by the holder in person or by power of attorney duly executed and witnessed and filed with the Secretary, and on the surrender of the Certificate of such shares, except that shares sold by the corporation to satisfy any lien which it holds thereon may be transferred without the surrender of such Certificate. No transfer of stock shall be valid as against the corporation, its stockholders and creditors for any purpose until it shall have been entered in the Stock Book by an entry showing from whom and to whom transferred.

(a) Notice. No stockholder may transfer shares without approval of the Association. A stockholder intending to make a bona fide transfer of his or her shares or any interest therein shall give to the Board of Directors written notice of such intention together with the name and address of the intended stockholder(s) and such other information concerning the intended purchaser as the Board of Directors may reasonably require. [1]

(b) Application Process. Along with the submission of an application prepared by the Board of Directors, which shall include a copy of the executed Purchase and Sale Agreement, the Board of Directors shall receive a "Transfer Fee" of one hundred dollars ($100) per applicant other than husband/wife or parent/dependent child to cover the costs of processing the application, or such higher amount as provided in the Florida Statute 719.106(l.i), The Cooperative Act as amended from time to time to cover the costs incident to the determination of approval. The fee shall be paid along with the notice and the notice shall not be complete unless the fee is paid. The time frame for approval shall not begin to run until all documentation has been received the transfer fee has been paid and the applicant presents him/herself for a personal interview and screening. [1]

(c) Screening. The Board of Directors may appoint a Screening Committee and each proposed stockholder shall submit to a personal screening interview by the Committee. This requirement shall include family members who are not parents or children of the stockholders. No notice to the Board of Directors shall be considered complete or effective without such interview provided that the Board may waive this provision at its sale discretion if necessary. [1]

(d) Approval. Within thirty (30) days after receipt of the notice the transfer fee and all necessary information the Board of Directors shall either approve or disapprove the proposed transfer. If approved the approval shall be stated in a certificate executed by the President and Secretary of the Association. Any attempt to transfer stock without prior application for approval by the Board of Directors shall be deemed a breach of this By-Laws and shall be null and void and confer no interest in the Foxglove, Inc. whatsoever upon the intended stockholder. Any application for transfer shall be denied if the stockholder is delinquent in his/her maintenance assessment payment or any other payment is outstanding and due to the Foxglove, Inc. [1]

Section 4. Units of Issuance. Shares of stock issued to accompany each proprietary lease shall be issued in the amount allocated by the Board of Directors as hereinabove set forth, to the apartment described in such proprietary lease. Unless and until all proprietary leases which shall have been executed by the corporation shall have been terminated, the shares of stock which accompany each proprietary lease shall be represented by a single certificate and shall not be sold or transferred except to the corporation or as an entirety to a person who has acquired such proprietary lease or a new one in place thereof after complying with and satisfying the requirements of such proprietary lease in respect to the assignment thereof.

Section 5. Fees on Transfer. The Board of Directors shall have authority to fix by resolution and to collect, before the transfer of any stock, reasonable fees to cover the corporation's expenses and attorney's fees in connection with such proposed transfer.

Section 6. Corporation's Lien. The corporation shall at all times have a lien on the shares of stock owned by each stockholder to secure the payment by such stockholder of all rent to become payable by such stockholder under the provisions of any proprietary lease issued by the corporation and at any time held by such stockholder and for all other indebtedness from such stockholder to the corporation and to secure the performance by the stockholder of all the covenants and conditions of said proprietary lease to be performed or complied with by the stockholder. Unless and until such stockholder or lessee makes default in the payment of any such rent or other indebtedness or in the performance of any of such covenants or conditions, such shares shall continue to stand in the name of the stockholder on the books of the corporation and the stockholder shall be entitled to exercise the right to vote thereon. The corporation shall have the right to issue to any purchaser of such shares on the enforcement by the corporation of such lien, or to the nominee of such purchaser, a Certificate of the shares of stock so purchased substantially of the tenor of the Certificate issued to such defaulting stockholder, and thereupon the Certificate for such stock issued to such defaulting stockholder shall become void and such defaulting stockholder shall surrender the same to the corporation upon demand.

Section 7. Establishment of Assessments. *Assessments shall be established in accordance with the following procedures:* [1]

(a) Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board to be paid Quarterly (December 31, March 31, June 30, September 30). The budget shall be in the form required by the Florida Statute 719 as amended from time to time. Not withstanding the foregoing, the budget may cover a period of less than twelve (I2) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association. [1]

(b) Special Assessments and individual assessments against the stockholders may be established by the Board of Directors from time to time and shall be payable at such time(s) as determined. [1]

Section 8. Non-Payment of Assessments. *If any Assessment is not paid within fifteen (15)days (or such other period of time established by the Board) after the due date. a late fee of twenty-five dollars ($25) per month (or such greater amount allowed by Florida Statute 719.108(3), The Cooperative Law} together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum. beginning from the due date until paid in full, may be levied. The Board of Directors may, at any time thereafter, bring an action at law against the stockholder personally obligated to pay the same and/or foreclose the lien. The Association shall not be required to bring such an action if it believes that the best interest of the Foxglove, Inc. would not be served by doing so. There shall be added to the Assessment all costs expended in perserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees at all levels of proceedings, including appeals, collections, and bankruptcy. No Stockholder may waive or otherwise escape liability for Assessments provided for herein by non-use of or the waiver of the right to use the Common areas or by abandonment.* [1]

ARTICLE VII

Notwithstanding anything contained in these By-Laws, Ben Weitzner and Pearl Weitzner, the Developer, shall issue and retain in Developer's name any of the capital stock of the Corporation and receive from the Corporation proprietary leases for the apartments allocable to such capital stock. Such leases shall be of the same form and contain the same terms and conditions as those issued to the other stockholders. Thereafter, at any time, said Developer shall have the right to sell, assign and transfer such capital stock and proprietary leases, in the complete discretion of the Developer, provided, however, that the Developer shall choose its assignees and transferees with due care and diligence. During the time such capital stock and proprietary leases are retained by the Developer, it shall have the same rights and obligations with reference thereto as any other stockholders and lessees of the Corporation, including the obligation to pay maintenance charges.

Notwithstanding the number of shares of the capital stock of the Corporation issued to and retained by Developer, Developer shall have only one vote at stockholders' meeting for the aggregate of all the stock issued to and retained by the Developer.

In the event any of the stockholders of the Corporation acquires his capital stock and proprietary lease from the Developer under an installment plan purchase, then nothing contained in these By-Laws shall be deemed to prevent or prohibit the assignment of such capital stock and proprietary lease as collateral security for the payment of the balance of such purchase price.

ARTICLE VIII
SEAL

Section 1. Form. The seal of the corporation shall be in the form of a circle and shall bear the name of the corporation, the year of its incorporation and the words: "Corporate SealFlorida."

ARTICLE IX
CHECKS, NOTES, ETC.

Section 1. Signatures on Checks. Checks drawn against the corporation's deposit accounts with banks or trust companies shall be signed by any two officers who, from time to time, shall be designated by the Board of Directors for that purpose.

Section 2. Signatures on Notes and Mortgages. Promissory notes and mortgages of the corporation shall be signed by any two officers who, from time to time, shall be designated by the Board of Directors for that purpose.

Section 3. Safe Deposit Boxes and Securities. Any Officer or Officers who, from time to time, shall be designated by the Board of Directors for that purpose shall have access to any safe deposit boxes of the corporation and shall have power to control and direct disposition of any bonds, notes, or other securities or property of the corporation deposited in the custody of any bank, trust company or other custodian.

ARTICLE X
AMENDMENTS

Section 1. How Made. The By-Laws may be amended at any stockholders meeting provided that the proposed amendment has been inserted in the Notice of Meeting or that all of the stockholders are present in person or by proxy. The By-Laws may also be amended at any Directors' meeting provided that the proposed amendment has been inserted in the Notice of the Meeting; but any By-Laws adopted by a majority of the Board of Directors may at any time be rescinded, repealed or amended by the stockholders.

ARTICLE XI
ENFORCEMENT

The Board of Directors may by any procedure at law or in equity proceed against any person or entity violating or attempting to violate any provision of the ByLaws, Proprietary Lease or Rules and Regulations to restain such violation to require compliance with the provisions contained therein, to recover damages, or to enforce any lien created therein. The expense of any litigation to enforce shall be borne by the person against whom enforcement is sought, provided such proceedings result in a finding that such person was in violation.[1]

Section 1 Fines. *Except to the extent prohibited by law. in the event of a violation of the By-Laws. Proprietary Lease or Rules and Regulations, the Board of Directors shall also have the right to levy reasonable fines or suspend the privileges of the stockholder. Each day of a stockholder's failure to comply, a fine in the amount of one hundred dollars ($100) per day per violation shall accrue up to an aggregate of one thousand dollars ($1,000) per violation. Stockholders shall be provided the opportunity of a hearing by a committee after reasonable notice in accordance with Florida Statute 719.303(3).*[1]

[1] *Amended April 4, 2002. CFM #101902876, OR BK 33140, Recorded 5/16/2002 at 11:39 AM, Broward County Commission, Deputy Clerk 3055.*

[2] *Amended March 3, 2006. CFM #106338993, OR BK 42574, Recorded 08/10/2006 at 3:59 PM, Broward County Commission, Deputy Clerk 1913.*

[3] *Amended August 23, 2010 board meeting*
[4] *Amended February 12, 2012 board meeting. CFN#110678956, OR BK 48655, Recorded 4/11/12 at 8:13 AM. Broward Country Commission, Deputy Clerk 3405.*
[5]*Amended January 25, 2022 board meeting. Recorded 1/31/2022 at 12:43PM as instrument #117902770.*