

1991
BYLAWS FOR THE JUNO ISLES CIVIC ASSOCIATION, INC.

ARTICLE I

IDENTITY

Section 1. NAME AND ADDRESS

A. The name of this corporation, called Association in these By-Laws, is JUNO ISLES CIVIC ASSOCIATION, INC.

B. The Association may have offices at such places as the Board of Directors may determine.

Section 2. CORPORATE PURPOSE

The Association is organized for the purpose of functioning as the membership association for the property owners of Juno Isles. It is organized to serve as the instrumentality of all property owners where common interests are involved and to engage in such lawful activities for the benefit, use, and enjoyment of it's members as it deems proper.

ARTICLE II

MEMBERSHIP

Section 1. REQUIREMENTS

As is set forth in the Amended Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements (hereafter Protective Covenants) of this Association, a person or entity shall become a member of the Association by having or acquiring fee simple ownership to any lot with property which is within the plot of Juno Isles and by filing of record therefore a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. The membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law, at which time that membership with respect to the lot conveyed is also conveyed. The membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to the Protective Covenants of this Association. Notwithstanding the provisions hereof, no person or entity holding an interest of any type or nature whatsoever in a lot in Juno Isles only as security for performance of an obligation shall be a member of the Association.

Section 2. TERMINATION

Membership shall terminate upon the transfer of a lot's record title or upon transfer of said lot by operation of law.

Section 3. TRANSFER

Membership in the Association may be transferred only as incident to the transfer of title to a lot in the manner provided in the Protective Covenants or in these ByLaws.

Section 4. VOTING

Whether or not there is more than one (1) owner (and therefore more than one (1) member of the Association) for a particular lot in Juno Isles, each lot shall have one (1) vote at any Association meeting or election held in accordance with the Protective Covenants or these ByLaws.

ARTICLE III

MEETINGS, SPECIAL MEETINGS, VOTES & QUORUMS

Section 1. MEETINGS

A. PLACE OF MEETINGS:

Meetings of the Association shall be held at such place as is determined by the Board of Directors (the Board) and stated in the notice thereof.

B. ANNUAL MEETING:

1. Annual members' meetings shall be held upon a date determined by the Board of Directors, which shall fall in the month of November, in each and every calendar year beginning in 1991. No meeting shall be held on a legal holiday. The meeting shall be held at a time designated by the Directors.

2. At Annual members' meetings, the members shall fill, by written ballot, the vacancies created by the expiring terms of the Board of Directors. The members shall also transact any other business as may properly be brought before said meeting.

3. Sixty (60) days prior to such Annual members' meetings or such times as the membership of the Association is entitled to elect Directors, a complete and final list of the members entitled to vote at said election shall be prepared by the secretary from the books of the Association. At least thirty (30) days prior to said election, written notice shall be mailed by regular mail to each member on that list. Any Association member is entitled to vote.

C. SPECIAL MEETINGS:

Special meetings may be called by the President, at least five members of the Board of Directors, or at the request in writing of ten (10) percent of the membership of the Association. All business transacted at such special meeting shall be confined to the subject stated in the Notice of Meeting. Five (5) days' notice shall be required unless an emergency exists, in which case the notice to be given shall be at the discretion of the President.

Section 2. BALLOTS

Vote may be cast in person or by ballot. Ballots must be filed with the Secretary of the Association no later than the time of the vote. Every lot is entitled to cast one vote or one ballot.

Section 3. QUORUM

At least ten (10) percent of the total number of members of the Association present in person, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business. If, however, such quorum shall not be present or represented at any properly called meeting of the members, the members shall have the power to adjourn the meeting to a future date.

Section 4. VOTE REQUIRED TO TRANSACT BUSINESS

When a quorum is present at any meeting, the vote of the majority of members present or represented by ballot shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Protective Covenants, or by these ByLaws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

ARTICLE IV

DIRECTORS

Section 1. ELIGIBILITY

The business, property and affairs of the Association shall be managed by a Board of twelve Directors, all of whom shall be members of the Association.

Section 2. ELECTION

Election of Directors shall be held at the Annual members' meeting, as stated above. The Board of Directors shall appoint an election committee not less than thirty nor more than sixty days prior to each annual election of the Association to nominate at least as many candidates for vacancies on the Board of Directors as there are vacancies on the Board. This committee shall be composed of five members, two of whom shall be selected from the Board of Directors, while three shall be members at large. Nomination of candidates for election as Directors may also be made by members of the Association from the floor and duly seconded at the annual meeting of the Association.

In the annual election for the 1991-1992 Board of Directors, six of the candidates for director shall be elected for a term of two (2) years; six of the candidates for director shall be elected for a term of one (1) year. Thereafter on each succeeding election, six directors shall be elected for a term of two years.

The new Board of Directors, including the holdover directors, shall meet within ten (10) days after the election and select their President, Vice-President, Secretary and Treasurer.

Section 3. TERMINATION

Directors may be terminated without cause by either of the following methods:

-Any Director may be removed by a majority of the Members at any regular meeting or a special meeting of the Members called for that purpose. When a director is terminated in this manner, the resulting vacancy in the Board of Directors shall be filled by a majority of Members at the same meeting.

-Any director may be removed by a majority of the full Board at any regular Board meeting or special Board meeting called for that purpose. When a Director is terminated in this manner, the resulting vacancy on the Board shall be filled by a majority of the full Board.

Any Director who ceases to be a Member of the Association for any reason whatsoever, shall cease to be a Director thereof. Any Director who fails to attend three meetings consecutively shall also cease to be a Director, unless excused by a majority of the Board present.

Section 4. REGULAR MEETINGS OF THE BOARD

Regular meetings of the Board of Directors shall be held at such time and place as shall be designated, from time to time, by a majority of a quorum of the Board. Notification personally or by mail, telephone, or telegraph, shall be made at least three (3) days prior to the day named for such meeting.

Section 5. SPECIAL MEETINGS OF THE BOARD

Special meetings of the Board may be called by the President and/or by a majority of the Board and must be called by the Secretary at the written request of four (4) Directors. Not less than three (3) days notice of the meeting shall be given to the Board personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 6. QUORUM

A quorum of the Board at any meeting shall consist of five (5) directors present.

Section 7. VOTING REQUIRED TO MAKE A DECISION

When a quorum of the Board is present at any meeting, the vote of a majority of Directors present shall decide any question brought before the meeting, except where the Protective Covenants or these ByLaws provide otherwise, in which event the vote prescribed by the Protective Covenants or these ByLaws shall control.

Section 8. SALARIES

No members of the Board of Directors or officers of the Association shall be paid any compensation for carrying out their duties.

Section 9. FINANCIAL RESTRICTIONS

No Director shall have any financial benefit from any contract to which the Association is a party without full disclosure of that interest to the Board and subsequent adoption of that contract by the Board.

Section 10. GENERAL STANDARDS FOR DIRECTORS

A Director shall discharge his duties as a Director, including his duties as member of a committee:

- 1) In good faith;
- 2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- 3) In a manner he reasonably believes to be in the best interests of the Association.

A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his office in compliance with this section.

ARTICLE V
OFFICERS

Section 1. ELECTION AND TERM OF OFFICERS

A. A President, Vice-President, Treasurer and Secretary shall be chosen by a majority of the Board at the first regularly scheduled Board meeting after the election of the Board of Directors. Officers shall hold office until the termination of the next Annual members' meeting.

B. Any officer may be removed by a majority of the Board at any meeting.

C. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

Section 2. DUTIES OF OFFICERS

A. The President shall:

1. Act as presiding officer at all meetings of the Association and of the Board.

2. Call special meetings of the Board and of Members.

3. Sign with the Treasurer, if the Board so requires, all checks, contracts, promissory notes, deeds and other instruments on behalf of the corporation, except those which the Board specifies may be signed by other persons.

4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board are carried out.

5. Appoint committees and be ex-officio member of all committees, and render an annual report at the Annual Meeting of members.

B. The Vice-President shall:

1. Act as presiding officer at all meetings of the Association and of the Board when the President is absent.

2. Perform other acts and duties required of the President, in the President's absence.

3. Perform such other duties as may be required of him by the Board.

C. The Secretary shall:

1. Attend all regular and special meetings of the members of the Association and of the Board and keep all records and minutes of proceedings thereof or cause the same to be done.
2. Attend to all correspondence on behalf of the Board, prepare and serve notice of meetings and keep membership books.
3. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.
4. Have custody of the minute book of the meetings of the Board and Members and act as transfer agent to recordable transfers and regulations of the corporate books.

D. The Treasurer shall:

1. Attend all meetings of the membership and of the Board.
2. Receive such monies as shall be paid into his hands for the account of the Association and disperse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Association which he shall keep safely deposited. This includes, but is not limited to, collection all dues.
3. Supervise the keeping of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all members of the Board at least ten (10) days prior to the Annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the Annual meeting, and make all reports required by law.

ARTICLE VI

POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Protective Covenants and these ByLaws, all of which shall be exercised by the Board of Directors unless the exercise thereof is otherwise restricted in the Protective Covenants, these ByLaws or by law; and the aforementioned powers of the Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Protective Covenants.

2. The power to levy and collect annual dues and any other monies that may come due to the Association.
3. The power to expend monies collected for the purpose of paying the expenses of the Association.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of Association property.
5. The power to insure and keep insured itself and its Board of Directors.
6. The power to employ the personnel required for the operation of the Association and Association property.
7. The power to pay utility bills for utilities serving the corporation property.
8. The power to improve the corporation property subject to the limitations of the Protective Covenants.
9. The power to enforce by any legal means the provisions of the Protective Covenants and the ByLaws.
10. The power to collect delinquent dues and any other monies owed to the Association by suit or otherwise, and to abate nuisances and enjoin or seek damages for violations of the provisions of the Protective Covenants and these ByLaws.
11. The power to pay all taxes and assessments which are liens against the Association property.
12. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these ByLaws.
13. The power to acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the Protective Covenants.
14. The power to enter into a contract with any person, firm corporation, or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association's property and of any facilities on lease to the Association or otherwise provided for the members' usage.
15. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE VII

DUES AND MANNER OF COLLECTION

Section 1. GENERAL DUES

The Board has the power to and shall annually fix and determine the amounts necessary to pay the general expenses of the Association. General expenses shall include those expenses described in the Protective Covenants and these ByLaws and any other expenses designated as general expenses by the Board, under the authority and sanction of the Protective Covenants.

Funds for the payment of general expenses shall be due from and assessed against each lot.

General dues are necessarily made upon projections and estimates of the Board and may be in excess or less than the sums required to meet the cash requirements of the Association, in which event the Board may increase or decrease the amount of such dues and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member assessable hereunder of a percentage share of any deficits. Notice of all changes in dues shall be given to all owners assessable hereunder.

When the Board has determined the amount of any general dues, the Treasurer shall submit a statement of such dues to each lot owner assessable hereunder. Such notice shall state the date when said dues are due, after which said dues shall include an administrative fee of \$10.00 for each assessment until paid. General dues shall be paid by the members assessable hereunder in advance on a yearly basis.

Section 2. SPECIAL ASSESSMENTS

The Board has the power to make special assessments for certain nonrecurring expenses. Special assessments shall be restricted to no more than \$10.00 per year per lot unless a proposed special amendment is approved by no less than 2/3 of the members of the Association who are present in person or represented by ballot at the Annual meeting or at a meeting called specially for the purpose of considering a proposed special assessment.

Special assessments, when authorized or approved, may be made upon projections and estimates of the Board and may be in excess or less than the sums required to meet the cash requirements of the Association, in which event the Board may increase or decrease the amount of assessments and make such adjustments in cash or otherwise as it shall deem proper, including the assessment of each member assessable hereunder of his proportionate share of any deficiency. Notice of all changes in special assessments shall be given to all owners assessable hereunder.

When the Board has determined the amount of any special assessment, the Treasurer shall transmit a statement of special assessment to each lot owner assessable hereunder. Such notice shall state the date upon which the assessment is due, and thereafter said assessment shall include an administrative fee of \$10.00 per annum until paid.

Section 3. FAILURE TO PAY DUES

In the event dues for any given lot are not paid within thirty (30) days of the date it is due and payable, the Association through its Board of Directors, may proceed to enforce and collect said dues from the delinquent owner in any manner provided for by the Protective Covenants and these ByLaws. Each lot owner shall be individually responsible for the payment of dues against said lot and for the payment of reasonable attorneys fees and costs incurred by the Association in the collection of sums due, and the enforcement of any lien held by the corporation. The delinquent dues, as well as any interest thereon, the cost of collection, and attorneys fees shall constitute a lien against that lot.

ARTICLE VIII

FISCAL MATTERS

Section 1. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the Board is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. DEPOSITS

The funds of the Association shall be deposited in a financial institution or financial institutions in Palm Beach County, Florida, in an account for the Association under resolution by the Board, and shall be withdrawn only over the signature of the Treasurer, the President, or Vice President, or such other persons as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for corporate purposes.

Section 3. RECORDS

The Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditure accounts for each Member which shall designate the name and address of the owner, the amount of each assessment, the due

dates, the amount paid upon the account, and a balance due, a register for the names of any mortgage holders or lien holders who have notified the Association of their liens, and to which lienholders the Association will give notice of default if required.

Section 4. ANNUAL STATEMENT

The Board shall present at the Annual Meeting of Members a full and clear statement of the business and condition of the Association.

Section 5. INSURANCE

The Board of Directors of the Association shall obtain and keep in full force and effect liability insurance. Such coverage shall include, but not limit the same to, bodily injury liability and property damage liability insurance in the amount of \$1,000,000.00 (one million dollars). Premiums for the payment of such insurance shall be paid by the Association and charged to a common expense.

Section 6. PROVISIONS FOR LEGAL ACTION AGAINST DIRECTORS, OFFICERS AND EMPLOYEES

The Association shall provide all necessary funds on behalf of any director, officer or employee of the Association, or any person who might have served at its request as a Director, officer or employee for expenses actually and necessarily to be incurred by that person in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Director, officer or employee, except in relation to such matters as to which he shall be adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such rights shall not be deemed exclusive of any rights to which such Director, officer

or employee may be entitled under any ByLaws, agreement, vote of owners, or otherwise.

ARTICLE IX

VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment by a lot owner) of any of the provisions of the Protective Covenants, these ByLaws, the Rules and Regulations of the corporation or the Charter, the Association, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Protective Covenants; and in every such proceeding, the lot owner at fault shall be liable

for court costs and the Association's reasonable attorney's fees. A suit to collect unpaid assessments may be prosecuted by the corporation without waiving the lien securing such unpaid assessment.

ARTICLE X

AMENDMENT OF BYLAWS

Subject to the provisions of the Protective Covenants, these ByLaws may be amended, modified or rescinded by a resolution adopted by a majority of the Board at any duly called meeting of the Board. Any member of the Association may propose an amendment to the Board. ByLaws shall not conflict with the Protective Covenants.

ARTICLE XI

VALIDITY

If any ByLaws, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other ByLaw, rule or regulation.

ARTICLE XII

RESPONSIBILITY FOR THE JUNO ISLES BOAT LIFT

Neither the Association nor the Board is responsible or liable for the Juno Isles Boat Lift and its surrounding easements.