

BY-LAWS¹⁶
OF
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

1. **GENERAL.** These are the By-Laws of Calusa Campground Condominium Association, Inc., hereinafter the "Corporation", a corporation not for profit organized under the laws of Florida.

1.1 **Principal Office.** The principal office of the Corporation shall be 352 Calusa, Key Largo, Florida 33037.

1.2 **Seal.** The seal of the Corporation shall be inscribed with the name of the Corporation, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the Corporation where a seal may be required.

2. **DEFINITIONS.** The following definitions shall apply to the terms used in the Articles of Incorporation and these By-Laws:

2.1 **"Association"** shall mean and refer to any one or more of the members.

2.2 **"Board"** shall mean and refer to the Board of Directors of this Corporation.

2.4 **"Common Area"** shall mean all real property over which the Association shall have an easement together with an obligation for maintenance.

2.5 **"Condominium"** shall mean and refer to any residential condominium within the Calusa Campground complex.

2.6 **"Corporation Property"** shall mean and refer to all lands owned by the Corporation, together with all buildings, improvements and amenities located thereon, sometimes called the "Common Area", as well as all personal property of the Corporation.

2.9 **"Member"** shall mean and refer the record owner, whether one or more persons or

entities, of a fee simple title to any unit which is a part of the project.

2.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Project.

2.11 "Project" shall mean and refer to the entire parcel presently owned by Declarant and described on Exhibit "A" to said declaration..

2.12 "Unit" shall mean and refer to any land unit constructed within the project as shown in the condominium graphics.

3. MEMBERSHIP.

3.1 Qualifications. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to any may not be separated from ownership of any Unit which is subject to assessments.

3.2 Voting Interests. When a vote of the members is required herein or by law, each member of a Unit shall be entitled to one (1) vote in the affairs of the Corporation for each dwelling unit represented. The term "a majority of the voting interest", in cases of membership votes, shall mean the number of votes equal to one-half of the total number of units in the Calusa Campground Complex, plus one vote.

3.3 Meetings of Members. Inasmuch as the affairs of the Corporation shall largely be governed and managed by the Board of Directors of the Corporation, there shall be only an annual meetings of the members related to the activity of this Corporation.

4. BOARD OF DIRECTORS.

4.1 Number of Directors. The Corporation shall be governed by a Board of Directors consisting of five (5) Directors. The Directors of the Corporation shall have a fiduciary relationship to the members.

4.2 Selection of Directors. Not later than March 1st of each year, Directors shall be selected as follows:

4.2.1 Calusa Campground Condominium Association, Inc., shall designate in writing three (3) natural persons who shall serve as Directors of this Corporation from the next annual

organizational meeting of the Board of Directors until the following annual organizational meeting, or until their earlier death, resignation or removal. Each such designee shall be a Member of the Calusa Campground Condominium Association, Inc. he represents, and may be an Officer or Director thereof.

4.2.2 The election of directors shall be in accordance with the provisions of Section 718.112 (2) (d) 3, Florida Statutes, as amended, and the provisions of Rule 61B-23.0021, Florida Administrative Code, as amended, the provisions of which are incorporated herein by reference.

4.2.3 Recall of board members shall be in accordance with the provisions of Section 718.112 (2) (j), Florida Statutes, as amended, the provisions of which are incorporated herein by reference.

4.3 Organizational Meeting of Directors. The annual organizational meeting of the Board of Directors shall be held not later than April 15 of each year, at which time the newly-designated Directors shall elect officers and conduct such other business as they may deem appropriate. At the organizational meeting the Board may adopt a resolution authorizing the President or other executive officer to spend corporation funds during the summer months and shall place reasonable limitations on that authority. Written notice of the annual organizational meeting shall be sent to each member at least fifteen (15) days in advance of the annual organizational meeting.

4.4 Regular Meetings. Meetings of the Board may be held according to a prearranged schedule at such time and place in Dade County or Monroe County, Florida, as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of at least two (2) Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by telephone or telegram, which notice shall state the time, date, place and purpose of the meeting. Business conducted at special meetings shall be limited to matters stated in the notice of the meeting.

4.6 Notice to Members. All meetings of the Board of Directors shall be open to attendance by any Member, and notices of all Board Meetings shall be provided to each Member at least forty-eight (48) hours in advance, except in an emergency. Notice shall include a general outline of the agenda for the meeting. Notice of any Board meeting where assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered

and the nature of the assessments. Notice of regular and special meetings of the Board of Directors containing an identification of agenda items shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Any unit owner may tape record or video tape meetings of the board of directors. Each unit owner has the right to attend such meetings which includes the right to speak at such meetings with reference to all designated agenda items.

4.7 Waiver of Notices. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of at least a majority of the Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.9 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except as otherwise provided in below. Directors may not vote by proxy at Board meetings.

4.10 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum has been attained, may adjourn the meeting from time to time. At any adjourned meeting, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. Such adjourned meeting may be rescheduled but such rescheduling shall be properly noticed to the members pursuant to Section 4.6 herein.

4.12 Removal, Filling of Vacancies. Any Director may be removed with or without cause by the Association. Such removal shall be evidenced presentation of a duly adopted resolution by the said Association

4.13 Resignation. Any Director may resign by written notice to the Corporation, which resignation shall take effect upon receipt, unless another date is specified in the notice. Any Director who is absent from three (3) consecutive meetings of the Board shall be deemed to have tendered his resignation as of the date of the third meeting, and Association which appointed such Director shall be notified in writing and requested to appoint a replacement. The replacement shall not be the same person who was just removed.

4.14 Powers. The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not prohibited by law, the Articles of Incorporation, the Declaration of Restrictions, or these By-Laws. The powers of the Board of Directors shall specifically include but not be limited to, the following:

(A) To levy and collect fees and assessments in accordance with the provisions of the Articles of Incorporation, the Declaration of Restrictions, and these By-Laws, and to establish the time and manner within which payment of same are due;

(B) To use and expend the fees and assessments collected for those purposes set forth in the Articles of Incorporation, and the Declaration of Restrictions, and as may be permitted by law;

(C) To perform all functions set forth in the Articles of Incorporation and the Declaration of Restrictions, as may be permitted by law, and in conjunction with the foregoing, to purchase the necessary equipment, furnishings, fixtures, accessories and tools necessary or incidental to the maintenance of the Corporation Property;

(D) To collect delinquent fees and assessments by suit or otherwise;

(E) To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;

(F) To enter into such contracts and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, including the power to borrow money.

(G) To make reasonable rules and regulations for the use of Corporation Property and for the operation of the Corporation; and

(H) To assign the exclusive use of parking spaces located on Corporation property to individual unit owners who do not have the exclusive use of a parking space in their own

development.

4.15 Limitation on Powers. The Board of Directors may not purchase any land, nor make any material alterations of or substantial additions to the Corporation Property or the facilities located thereon costing more than \$5,000 in the aggregate in any twelve month period, without the prior written approval of the Boards of Directors of at least a majority of the Associations in the Calusa Campground complex. However, if work necessary to insure, protect, maintain, repair or replace the Corporation Property or facilities also constitutes a material alteration or substantial addition, the foregoing limitation shall not apply.

4.16 Compensation. Directors and officers shall not receive compensation for their services as such, but may, at the discretion of the Board of Directors, receive reimbursement for so-called "out-of-pocket" expenses incurred in the actual performance of their duties.

4.17 Order of Business. The order of business at all meetings of the Board shall be substantially as follows:

- (A) Roll call;
- (B) Reading of minutes of last meeting;
- (C) Resignations and Elections;
- (D) Consideration of Communications;
- (E) Reports of officers and employees;
- (F) Reports of committees;
- (G) Unfinished business; and
- (H) Original resolutions and new business.

4.18 Committees. The Board of Directors may by resolution, designate such standing or temporary committees as it may deem advisable or as may be required herein, provided that the membership of every committee shall include at least one unit owner from each of the member Associations. Each such committee shall have such authority as shall be specified in the resolution designating such committee. The Board of Directors shall have the power at any time to remove any member of any such committee or committees, with or without cause, and to fill vacancies in and

to dissolve such committee or committees. Each committee designated by the Board of Directors shall keep regular minutes of its meetings and shall report the same to the Board when required. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibilities imposed by law.

4.18.1 There shall be a standing committee for By-Laws, insurance, Common Areas, and nominations.

5. OFFICERS. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Any two of said offices may be held by one person, except that the President shall not hold any other office. The Board of Directors may appoint such other officers as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The officers of the Corporation have a fiduciary duty to the members.

5.1 Tenure of Officers. All officers of the Corporation shall hold office until their successors are elected and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of the majority of the Directors. Any officer may resign at any time by giving written notice to the Corporation and unless otherwise specified therein, the resignation shall become effective upon receipt. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

5.2 The President.

(A) The President shall preside at all meetings of the Directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board of Directors are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by statute to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation;

(B) He shall have general superintendency and direction of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly;

(C) He shall submit a report of the operations of the Corporation for the fiscal year to the Board of Directors whenever called for by the Board; and from time to time shall report to the Board all matters within his knowledge which the best interest of the Corporation may require

to be brought to their notice; and

(D) He shall be an ex-officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.

5.3 The Vice-President. The Vice-President, or if there be more than one, the Vice-Presidents, according to the order of their election appointment, shall be vested with all powers and duties required to perform the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

5.4 The Secretary.

(A) The Secretary shall be responsible for the keeping of the minutes of the meetings of the Board of Directors in one or more books provided for that purpose;

(B) He shall see that all notices are duly given in accordance with these By-Laws, or as required by statute;

(C) He shall be the custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws or as required by statute;

(D) He shall keep a register of the post office address of each member; and

(E) In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be prescribed by the President or the Board of Directors.

5.5 The Treasurer.

(A) The Treasurer shall be responsible for keeping full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall cause all monies and other valuable effects to be deposited or kept in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors;

(B) He shall oversee the disbursement of funds of the Corporation, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the

financial condition of the Corporation;

(C) He shall be the chairman of the Budget Committee, if any;

(D) He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration of the Corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of the bond; and

(E) In general, he shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the President or the Board of Directors.

6. ASSESSMENTS AND FEES.

6.1 Method of Establishing Assessments. In accordance with Paragraph 4 of the Declaration of Restrictions and in accordance with Section 10.5 below, before the first day of December each year, the Board of Directors shall consider and adopt an annual operating budget in amounts believed to be sufficient to enable the Corporation to perform its functions for the ensuing year. Based upon the amount of monies determined to be needed for the operation of the Corporation the Board of Directors shall assess against each member its proportionate share of budget, such proportionate share being determined by the ratio which the number of dwelling units contained in the particular member bears to the total number of dwelling units in the Calusa Campground Complex.

6.2 Payment of Annual Assessments. Annual assessments shall be billed in quarterly installments payable in advance on the first day of January, April, July and October of each year.

6.3 Limitation on Change in Assessments. The Board of Directors of the Corporation shall not increase a member's annual assessment by more than one hundred fifteen percent (115%) over and above the respective member's annual assessments for the preceding year without except in accordance with the provision of chapter 718.112(2)(e), Florida Statutes, as amended.

6.4 Collection of Assessments. The Board of Directors of the Corporation shall be authorized to adopt and promulgate rules and regulations for the collection of all assessments, and the determination and collection of assessments against the members shall be subject to the following provisions:

(A) Assessments or installments thereof remaining unpaid longer than ten (10)

days after the due date shall bear interest from the due date at the highest rate allowed by law; all payments on account shall be first applied to interest and then to the assessment payment first due.

(B) No member may exempt itself from liability for its assessment hereunder by waiver of the use and enjoyment of any of the Corporation property.

7. RULES AND REGULATIONS.

7.1 Promulgation of Rules. Reasonable regulations concerning the use of Corporation property may be made and amended from time to time by the Board of Directors. Copies of such regulations and amendments thereto shall be made available to all unit owners in the Calusa Campground complex.

(A) Corporation Property shall not be obstructed, littered, defaced or misused in any manner.

8. INSURANCE.

8.1 Required Coverage. The Board of Directors of the Corporation shall obtain and maintain at all times the insurance listed below. The named insured on all insurance policies upon the Corporation Property shall be the corporation individually and as agent for each member and their respective unit owners, without naming them.

(A) Liability Insurance: Public liability insurance covering all of the Corporation Property and insuring the Corporation, the members, and their respective unit owners as their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be one million dollars. Premiums for such insurance shall be chargeable as an expense of the corporation and shall be assessed against and paid by each of the members as provided for in Section 6 hereof. The Corporation shall not be responsible for purchasing liability insurance to cover accidents occurring outside the Corporation Property.

(B) Property Insurance: Insurance against vandalism, malicious mischief, fire, windstorm and other perils normally covered by a standard "all-risk" property contract, insuring all of the insurable improvements upon the land owned and to be owned by the Corporation and all personal property included as Corporation Property, for a minimum of eighty percent (80%) of the full replacement value, together with such other insurance as the Corporation may deem necessary. Premiums for such insurance shall be chargeable as an expense of the Corporation and shall be assessed against and paid by each of the members as provided for in Section 6 hereof. The

Corporation shall annually make an analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year. Said insurance shall not insure against damage to property other than Corporation Property.

(C) Such other insurance as the Board of Directors of the Corporation shall determine from time to time to be desirable. Premiums for such insurance shall be an expense of the Corporation and shall be assessed against and paid by each of the members as provided for in Section 6 hereof.

8.2 Distribution of Proceeds. If a loss occurs for which the proceeds of insurance policies are received, payments under the policies shall be disbursed and expended in the following manner:

(A) To the officers of the Corporation responsible for the conduct of the Corporation's financial affairs. Said officers shall be bonded at the Corporation's expense, at least to the full extent of the insurance proceeds and other funds on hand, and all such payees shall endorse the insurance company's check payable to the Corporation.

(B) If the damage for which the proceeds are paid is to be repaired or reconstructed, the Corporation shall pay the proceeds to defray the costs thereof as elsewhere provided. Any proceeds remaining after the defraying of such costs shall be distributed to the Corporation to be used for the benefit of the members.

(C) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the members.

8.3 Corporation as Agent. The Corporation is irrevocably appointed agent for each member, the respective unit owners, and for each holder of a mortgage or other lien upon a dwelling unit, and for each owner of any other interest in the Corporation property to adjust all claims arising under insurance policies purchased by the Corporation and to execute and deliver releases for payment of claims.

8.4 Unit Owner's Property. Each member and their respective unit owners shall obtain insurance coverage at their own expense upon their own property and for their own personal liability and living expense.

8.5 Reconstruction or Repair After Casualty. If any part of the Corporation Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be made by the Board of Directors of the Corporation. If the proceeds of insurance are not

sufficient to defray the estimated cost of reconstruction and repair, and if the Board of Directors has determined to proceed to reconstruct and repair, the Board may make a special assessment against each member in order to obtain the funds sufficient for the payment of such costs. Such special assessments shall be assessed against each member based upon the ratio which the number of dwelling units contained in the particular member bears to the total number of dwelling units in the Calusa Campground complex, and as provided for in Section 6.1 above.

9. NOTICES.

9.1 Method. Except as otherwise required, notices to Directors and each member shall be in writing and delivered personally or mailed to the Directors and each member at their addresses appearing on the records of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited properly addressed with sufficient first class postage in the U.S. mails. Notice to Directors may also be given by telegram, telephone, or in person.

9.2 Waiver. Whenever any notice is required to be given a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent hereto. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

10. FINANCES.

10.1 Fiscal Year. The Corporation shall operate on a fiscal year beginning on the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change to a different fiscal year basis whenever deemed expedient for the best interest of the Corporation.

10.2 Checks. All checks or demands for money and notes of the Corporation shall bear two signatures, and may be signed by any of the following officers: President, Vice President, Secretary or Treasurer or by such officer or such other person or persons as the Board of Directors may from time to time designate.

10.3 Annual Financial Statement. The Board shall provide a written financial statement prepared by an independent certified public accountant to the Board of Directors of each member within ninety (90) days after the end of each fiscal or calendar year as to the total fees and assessments and other income as to the method of disbursement of said funds. The minimum report required shall be a compilation, as defined by the Florida Board of Accountancy.

10.4 Depository. The Corporation shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Corporation funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

10.5 Budget. The Treasurer shall prepare or cause to be submitted to the Board, not later than November 1 of each year, a proposed budget for the next year. The proposed budget shall be detailed and shall show the amounts budgeted for income and expense by accounts. The Board of Directors shall, not later than November 30 of each year, adopt an annual budget for the next fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting at which the budget will be considered shall be mailed to or served on each Director and each member not less than fourteen (14) days prior to that meeting.

10.6 Reserves. In addition to the operating expenses provided in the budget, the Board may establish one or more reserve accounts for contingencies, operating expenses, repairs, improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget. These funds may be spent for any purpose approved by the board.

10.7 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Articles of Incorporation, Declaration of Restrictions, or these By-Laws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited to the members.

10.8 Fidelity Bonds. The association shall obtain fidelity bonds in accordance with the provisions of Section 718.111 (11) (d), Florida Statutes, as amended, the provisions of which are incorporated herein by reference, on all persons who control or disburse funds on behalf of the association.

11. AMENDMENT OF BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by the President or by any two (2) Directors.

11.2 Procedure. Upon any amendment or amendments to these By-Laws being proposed, the appropriate notices and copies of the text of the proposed amendments shall be mailed to all Directors with notice of a meeting at which the amendments will be voted on.

11.3 Vote Required. Except as otherwise provided, these By-Laws may be amended by concurrence of at least two-thirds (2/3rds) of the Directors at any meeting called for the purpose. The text of any proposed amendment shall be contained in the notice of such meeting.

11.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Corporation with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Monroe County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium or other governing documents for each development in the Calusa Campground complex are recorded.

12. COMPLIANCE AND DEFAULT; REMEDIES. In addition to any other remedies provided by law, the following provisions shall apply:

12.1 Fines. The Board of Directors may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

12.1.1 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

12.1.1.1 A statement of the date, time and place of the hearing;

12.1.1.2 A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and

12.1.1.3 A short and plain statement of the matters asserted by the

association.

12.1.2 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

13. MISCELLANEOUS.

13.1 Gender. Whenever the masculine or singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

13.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

13.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail over the provisions of the By-Laws.

13.4 Mandatory Budget Provisions.

13.4.1 The Budget shall contain a line item for membership of each Unit Owner in the not-for-profit Club, initially to be set at \$25.00 per month.

13.4.2 The Budget shall contain a line item for basic television cable service (TCI). Any pay per channel addition shall be billed directly to a Unit Owner.

13.4.3 The cost of the operation, repairs and maintenance of the sewage treatment facility shall be a part of the annual operating expense, on a per unit basis, including any new residential units in the Calusa Campground Complex.

13.4.4 In order to maximize savings for hazard insurance coverage on all residential Units within the Calusa Campground Complex, the annual operating expenses may include the actual cost per Unit, as part of the assessment.

14. Common elements; limited power to convey.

14.1 The association shall have a limited power to convey a portion of the common


elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

15. Section 718.112 inclusion.

15.1 Section 718.112, Florida Statutes, 1995, and as amended, is incorporated herein by reference and shall control any inconsistent provision herein.

The foregoing constitute the first By-Laws of CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC., and were adopted by the members and the Board of Directors at a special meeting held 6-25, 19 99.

CALUSA CAMPGROUND CONDOMINIUM
ASSOCIATION, INC.

By: 

MONROE COUNTY
OFFICIAL RECORDS

FILE #1136808
BK#1589 Pg#505