

EXHIBIT 7

BYLAWS

OF

THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC., a corporation herein called the Association, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering the operation and management of the Condominium to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the development plans set forth in the Declaration of Condominium upon the property, as it is described upon Exhibit 1a attached to said Declaration, which entire area comprises and shall hereinafter be referred to as THE RIDGEWOOD CLUB, A CONDOMINIUM.

1.1 The office of the Association shall be at 610 N. Wickham Road, Melbourne, Florida 32935, or such other place or places as the Board of Administration may determine from time to time.

1.2 The fiscal year of the Association shall end on December 31 of each year.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. MEMBERSHIP AND MEMBERS' MEETINGS

2.1 Qualification. The members of the Association shall consist of all of the record owners of units in THE RIDGEWOOD CLUB, A CONDOMINIUM and such membership shall automatically become effective immediately upon a party becoming a record title owner of a unit in the Condominium. Membership is an incident of unit ownership and is not separately transferable.

2.2 Change of Membership. After receiving approval of the Association as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Brevard County, State of Florida, an approval of transfer and a deed or other instrument establishing a record title to a unit of THE RIDGEWOOD CLUB, A CONDOMINIUM, the grantee in such instruments thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be terminated. The Association shall retain a copy of the certificates of approval issued by it.

2.3 The annual members' meeting shall be held at the office of the corporation at 10:00 a.m. Eastern Standard Time, on the first Friday in August of each year for the purpose of electing administrators and transacting any other business.

2.4 Special members' meetings shall be held at the office of the Corporation whenever called by the President or the Vice President or by the Board of Administration and must be called by such officers upon receipt of a written request from members entitled to cast 10% of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

2.5 Notice of all members' meetings including a regular annual meeting which is mandatory stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called, and shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days prior to such meeting. Such notice shall be given to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed to each unit owner. The post office certificate of mailing shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, by certified mail with the postage thereon prepaid. Any member may, by written notice signed by such member, waive the right to receive such notice, of annual or specific meetings and such waiver, when filed in the records of the Association, before commencement of the meeting, shall be deemed equivalent to the giving of such notice to such member. Unit owners may take action by written agreement without meetings, provided all members have received or waived notice thereof as herein set forth. Notice of meeting shall also be posted at a conspicuous place at the Condominium property at least 48 hours in advance of each meeting, except in cases of emergency. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

2.6 A Quorum at members' meetings shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.7 Voting

a. In any meeting of members, the owners of units shall be entitled to cast one vote for each unit so owned.

b. If a unit is owned by one person, his right to vote shall be established by the entry of his name in the roster of unit owners kept by the Secretary of the Association. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association provided, however, that leaseholders shall not be deemed members. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or the Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

2.8 The Association shall maintain a roster of the name and mailing address of record owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to

substantiate the holding of a membership and from changes in mailing addressed furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of his title substantiating his ownership of a Condominium unit at THE RIDGEWOOD CLUB, A CONDOMINIUM.

2.9 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and any lawful adjourned meetings therein. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof, provided, however, that one person shall be designated to hold more than five (5) proxies. Every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

2.10 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.11 Action Without A Meeting (Members). Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.12 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a Chairman.

2.13 The order of business at Annual Members' Meetings, shall be:

- a. Determination of Chairman of the meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of administrators.
- h. Election of administrators.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

Roberts Rule of Order shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of Florida.

3. ADMINISTRATORS

3.1 Membership. The affairs of the Association shall be managed by a board of a number of Administrators to be

determined as follows:

a. There shall be not less than three (3) nor more than five (5) Administrators initially which number shall remain the same until the Developer relinquishes control as hereinafter provided for and the first election for members of the board is held.

b. The Administrators of the Board of Administration need not be unit owners.

c. The number of Administrators shall remain at three (3) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Administration.

3.2 Election of Administrators shall be conducted in the following manner:

a. Election of administrators shall be held at the annual members' meeting.

b. A nominating committee of three (3) members shall be appointed by the Board of Administration not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate one person for each administrator then serving or to serve as may be adjusted by a vote of the membership as herein provided for. Other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of administrators by members, vacancies in the Board of Administration occurring between annual meeting of members shall be filled by the remaining Administrators.

e. Any Administrator may be removed with or without cause by the vote or concurrence in writing of a majority of all unit owners. A meeting to approve such recall may be called by ten (10%) percent of the unit owners. Notice shall be the same as that for regular meetings. Provided, however, that until a majority of the Administrators are elected by members other than the Developer, neither the first Administrator nor any Administrators replacing them, nor any Administrators named by the Developer shall be subject to removal by members other than the Developer. The first Administrator and Administrators replacing them during the time the Developer retains control of the Association may be removed by the Developer.

f. Provided, however, that until the Developer terminates its control of the Association pursuant to the Condominium Act, the first Administrators of the Association shall serve, and in the event of vacancies the remaining Administrators or the Developer shall fill the vacancies. If there are no remaining Administrators, the vacancies shall be filled by the Developer. Further provided that until a majority of the Administrators of the Association are elected by the members other than the Developer, the proceedings of all meetings of the members shall have no effect unless and until approved by the Board of Administration.

3.3 The term of each Administrator's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is

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removed in the manner elsewhere provided.

3.4 The organizational meeting of a newly-elected Board of Administration shall be held within ten (10) days after their election at such place and time as shall be fixed by the Administrator at the meeting at which they were elected and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Administrators. Notice of regular meetings shall be given to each Administrator personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the Administrators may be called by the President at any time. Special meetings of the Administrators must be called by the Secretary upon the written request of two of the Administrators. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.6a Meetings of the Board of Administration shall be open to all unit owners and notices of all meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

3.7 Waiver of notice. Any Administrator may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Administrators' meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration, except where approval by a greater number of Administrators is required by the Declaration of Condominium, the Articles of Incorporation of these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting in the first instance may be transacted at the reconvened meeting without further notice.

3.10 Joinder in meeting by approval of minutes. A member of the Board of Administration may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purpose of creating a quorum. Unit owners shall have a right to attend and observe all meetings of the Board of Administration.

3.11 Action Without a Meeting (Directors). Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the directors, or any action which may be taken at a meeting of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of

owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

3.12 The presiding officer of Administrators' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Administrators present shall designate one of their number to serve in said capacity.

3.13 The order of business at Administrator's Meetings shall be:

- a. Calling of the roll.
- b. Proof of due notice of meeting.
- c. Reading and disposition of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers. (when required)
- f. Unfinished business.
- g. New business.
- h. Adjournment.

3.14 Administrators' fees, if any, shall be determined by the members, but only in compliance with all provisions of the Declaration of Condominium, Articles of Incorporation and these By-Laws.

4. Powers and duties of the Board of Administration

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Administration, its agent, contractors or employees, subject only to approval by unit owners when such is specifically required. Such powers and duties of the Administrators shall include, but shall not be limited to, the following, subject, however, to the provisions of the Declaration of Condominium, the Articles of Incorporation and by these By-Laws:

- a. All of the powers specifically provided for in the Declaration, the Articles of Incorporation, and the Condominium Act.
- b. To purchase insurance upon the Condominium properties and insurance for the protection of the Association and its members and its Board of Administration.
- c. To employ personnel or contract for management of the Condominium and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval by the Board of Administration or the members of the Association.
- d. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use, interests in lands, or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use and benefit of the unit owners, and the power to improve the Condominium property, subject to the limitations of the Declaration of Condominium by-Laws and Articles of Incorporation, and to declare expenses in connection therewith to be common expenses.
- e. To levy and collect assessments.
- f. To pay all costs of power, water, sewer and other

utility services rendered to the Condominium and not billed to the owners of the separate private units, and to expend monies collected for the purpose of paying common expenses of the Association.

g. To enforce by legal means, the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the Condominium properties, and to collect delinquent assessments by suit or otherwise; and to abate nuisances and enjoin or seek damages from unit owners and/or tenants for violation of the provisions of the Condominium documents.

h. To approve or disapprove proposed purchasers and lessees of units in the manner specified in the Declaration of Condominium.

i. To purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements and to maintain and repair the units as set forth in Article 9 of the Declaration of Condominium, and the Common Elements of the Condominium.

4.2 The Board of Administration has the power and shall adopt such rules and regulations relative to the Condominium as they shall deem necessary and proper from time to time, and to adopt approved forms for consents and agreements and applications for ownership and membership; provided, however, such rules and regulations until such time as the Developer terminates its control over the Association.

4.3 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Administration, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Administration may be Administrators or officers of, or otherwise associated with the Developer, or other entities doing business with the Association.

4.4 Nothing contained herein shall be deemed to require the Association to maintain the interior of any Condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the Condominium.

5. OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be an Administrator, a Vice President, who shall be an Administrator; a Treasurer; a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Administration and who may be preemptorily removed by vote of the Administrators at any meeting by concurrence of a majority of all of the Administrators. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Administration shall from time to time 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.

5.2 The President shall be the chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the

affairs of the Association.

5.3 The Vice President shall, in the absence of disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Administrators.

5.4 The Secretary shall keep the minutes of all proceedings of the Administrators and the members. He shall attend to the giving and serving of all notices to the members and Administrators and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Administrators or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Administration for examination at reasonable times. He shall submit a treasurer's report to the Board of Administration at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the Administrators. The provision that Administrators fees, if any, shall be determined by the members shall not preclude the Board of Administration from employing an Administrator as an employee of the Association, nor preclude the contracting with an Administrator for the management of the Condominium.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts which shall include, but not be limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current Expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

b. Capital Surplus reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually, but must include reserve for building painting and pavement resurfacing.

c. Capital Surplus reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, specifically including roof replacement.

d. Capital Surplus for Betterments, which shall include

the funds which may be used for capital expenditures for additional improvements of additional personal property that will be part of the Common Elements.

e. The Board of Administration, upon a three-fourths (3/4) vote of its membership shall have the authority during a budget year, to transfer funds which, in its discretion, it deems necessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 BUDGET. The Board of Administration shall adopt a budget for each calendar year which shall include the estimated funds required to defray any common expense and to provide and maintain funds for accounts and reserves including, but not limited to, the following, according to good accounting practices:

a. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

b. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

c. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

d. Betterments which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Elements, the amount for which shall not exceed Two Thousand dollars (\$2,000.00); provided, however, that in the expenditure of this fund no sum in excess of Five Hundred Dollars (\$500.00) shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Condominium. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by Condominium unit owners entitled to cast no less than seventy-five (75%) percent of the votes of the entire membership of the Association.

e. It is further provided, that the Developer shall guarantee the budget until the first day of the fourth month following the closing on the first sale of a Condominium unit in THE RIDGEWOOD CLUB, A CONDOMINIUM and therefore, the Developer and the Condominium units owned by it shall not be subject to assessment as provided for in the Declaration of Condominium, during this period but instead shall be assessed and pay to the Association in lieu thereof, a sum equal to the actual amount of the operating expenditures for said period, less an amount equal to the total assessments made by the Association against owners of Condominium units (excluding those Condominium units owned by the Developer). During the above period no provision shall be made by Developer for betterment or reserves except as set forth in the Developer's Reserve account.

f. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 30th, preceding the year for which the budget is made. The copy of the budget and proposed assessments shall be mailed to each unit owner not less than thirty (30) days prior to the meeting of the Board of Administration at which the budget will be considered, together with a notice of the time and place of that meeting, such meeting shall be open to the unit owners. If the budget is subsequently

amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto; nothing herein contained shall be construed as restricting the right of the Board of Administration at any time in its sole discretion, to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

g. The provisions of the Condominium Act applicable to revision of the budget and/or recall of the Board of Administration are hereby incorporated by reference, together with all mandatory amendments to said provisions. The revision of the budget or recall of any or all members of the Board of Administration shall require a vote of a majority of all unit owners. If a budget adopted by the Board of Administration requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of ten (10%) percent of the unit owners shall call a special meeting of unit owners within thirty (30) days with not less than ten (10) days written notice to each unit owner, for purposes of considering and enacting a budget.

6.3 Assessments for Common Expenses. Assessments against the Condominium unit owners for their share of the common expense shall be made for the fiscal year annually in advance, on or before the end, of the fiscal year preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly installments, commencing on the first day of the fiscal year and payable on the first day of each month thereafter in the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore, may be amended at any time by the Board of Administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarter remaining in the assessment year. The Board of Administration with the approval of sixty-six (66%) percent of the unit owners may, at a meeting called for that purpose, elect to alter the payment schedule to provide for four equal quarterly installments, due on the first day of each quarter in the fiscal year.

6.4 Assessments for charges. Charges or special assessments by the Association, should such be required by the Board of Administration, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Administration.

6.5 Interest upon Default and Acceleration of assessment installments upon default. Any installments not paid within ten (10) days of the date when due, shall constitute a default. Thereafter, the assessment shall bear interest at the highest rate permitted by law from the date when due until paid. If a Condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessment upon notice thereof to the Condominium unit owner, and thereupon the

unpaid balance of the assessments shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Condominium owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice to the unit owners concerned and shall be paid in such manner as the Board of Administration may require in the notice of assessment.

6.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Administrators and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawal statements signed by such persons as are authorized by the Administrators.

6.8 An Audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than the 1st day of the second month of the fiscal year following the fiscal year for which the audit is made.

6.9 Fidelity bonds shall be required by the Board of Administration from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the Administrators. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The termination of membership in the Condominium shall not relieve or release any such former owner or member from a liability or obligation incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS

7.1 As to Common Elements and Limited Common Elements. The Board of Administration may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the Common Elements of the Condominium and any facilities or services made available to the unit owners. The Board of Administration shall, from time to time, post in a conspicuous place on the Condominium properties a copy of the Rules and Regulations adopted from time to time by the Board of Administration. The initial Rules and Regulations shall be as set forth upon Exhibit 5 to the Declaration of Condominium.

7.2 As to Condominium Units. The Board of Administration may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such rules and regulations shall be furnished to each unit owner prior to the time the same become effective and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium property and further provided that all such rules and regulations shall be equally applicable to all members and uniform in their application and effect.

8. REGISTERS AND TRANSFERS

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

8.2 Any application for the transfer of membership or for a conveyance of interest in the Condominium unit or a lease of Condominium unit shall be accompanied by an application fee not to exceed the amount of Fifty Dollars (\$50.00) to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Administration. The Board of Administration shall have the right to increase or decrease the application fee, consistent with the provisions of Chapter 718, Florida Statutes.

8.3 The Association shall maintain a suitable register for the recording of pledged or mortgaged Condominium units. Any pledgee or mortgagee of a Condominium unit may, but is not obligated to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the by-Laws, the Articles of Incorporation, or the Declaration of Condominium, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. AMENDMENTS TO THE BY-LAWS

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary at or prior to the meeting. No response will be considered a disapproval. Except as elsewhere provided, proposed amendments shall be adopted either:

a. By the affirmative vote of not less than seventy-five (75%) percent of the entire membership of the Board of Administration and by the affirmative vote of not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

b. By the affirmative vote of not less than eighty (80%) percent of the votes of the entire membership of the Association.

9.3 No amendment shall discriminate against any unit owner, any unit or class or group of unit owners or units unless the unit owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Brevard County, State of Florida.

9.5 Developer. Notwithstanding the foregoing

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provisions of these Articles, no amendment to these By-Laws may be adopted or become effective without the prior written consent of the Developer, so long as the Developer shall own one (1) or more Condominium units in THE RIDGE CLUB, A CONDOMINIUM.

10. REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each Condominium unit on a separate and distinct basis by forwarding a separate bill to each individual Condominium unit owner for his separate unit. In the event that taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event, the Association shall divide the tax bill as a common expense for said Condominium and same shall be paid by the individual Condominium unit owner of the Condominium in percentage to his ownership in the Common Elements as stated in the subject Declaration of Condominium.

11. GENERAL PROVISIONS

11.1 Whenever the masculine singular form of the person is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

11.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

11.3 If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

11.4 Corporation and Association are used synonymously, and Condominium parcel and unit are used synonymously herein.

The foregoing was adopted as the By-Laws of a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Administrators on the 4th day of April, 1985.


Secretary

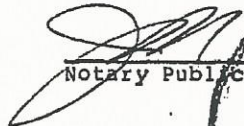
Approved:


President

executed the foregoing Certificate, and they acknowledged before me that they executed the same freely and voluntarily and for the purpose therein expressed as and for the act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of April, 1985

My commission expires: 1/9/87


Notary Public



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2597

1528