

BY-LAWS
of
OCEAN EAST RESORT CLUB ASSOCIATION, INC.
A Florida not-for-profit corporation
As amended through 2008

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Purpose and Application	2
2	Membership	2
3	Obligations	2
4	Owner (Member) Meetings	2
5	Board of Directors	4
6	Powers and Duties of the Board	6
7	Officers	8
8	Finances, Assessments and Maintenance Fees	9
9	Compliance and Default	10
10	Liability of Member of the Board of Directors	11
11	Limitation of Association's Liability	12
12	Managing Agent	12
13	Amendment of By-Laws	12
14	Maintenance Periods	12
15	Parking	13
16	Rules and Regulations	13
17	Notice of Default to Mortgagees	13
18	Required Owner Notices	13
19	Miscellaneous	13

1. **PURPOSE AND APPLICATION:** These By-Laws are and shall be the By-Laws of Ocean East Resort Club Association, Inc. (the "Association"), being the owners association or condominium association established in the Articles of Incorporation of the Association and the Declaration for the Condominium and the Supplemental Timeshare Declaration (together, the "Condominium Declarations") of the Ocean East Resort Club Condominium located in Ormond Beach, Florida (the "Condominium"). These By-Laws shall, upon being recorded with the County Clerk, County of Volusia, State of Florida, govern and control the administration of the Association and the Condominium. The Condominium Declarations are made a part hereof by reference.

2. **MEMBERSHIP:** An Owner is any party who or which acquires a timeshare or full ownership interest in a condominium unit ("Unit" or "Unit Week") in the Condominium. Each Owner shall be a member of the Association, such membership to begin concurrently with the acquisition of an ownership interest in a Unit and to terminate at the time such ownership interest is terminated. Such termination of membership shall not relieve any Owner of liability for obligations incurred while a member of the Association. Membership in the Association will not in any way negate or impair any Owner's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, other Owners, or the management which may arise from or be incidents of ownership.

3. **OBLIGATIONS:** All Owners, their guests and any renters or occupants of a Unit in the Condominium at any time shall have the rights and responsibilities described in these By-Laws and shall be subject to the provisions hereof. Each such party shall be obligated to comply with these By-Laws, the Condominium Declarations, rules adopted by the Board of Directors ("Rules and Regulations"), the laws of the local authorities having jurisdiction over the Condominium and the laws of the State of Florida. Such obligations of Owners shall include, but not be limited to, the paying of assessments to the Association. Failure of any Owner to abide by these By-Laws, the Condominium Declarations, the Rules and Regulations or the aforesaid laws shall be grounds for appropriate legal action by the Association.

4. **OWNER (MEMBER) MEETINGS:**
 - (a) **Annual Meetings:** There shall be an annual meeting of the Association's Owners during the month of November of each year on such date as determined by the Board of Directors, or on such other date as may be established by the Board.

- (b) **Special Meetings:** The Association may at any time hold special meetings of the Owners. Such special meetings may be called upon the initiative of the President of the Association or upon a signed request of either the managing agent or a majority of the members of the Board of Directors or upon a petition signed by at least 15% of the Owners entitled to vote. Notice of any special meeting must specify the matters to be raised at the meeting. Only matters set forth in the notice may be brought before such meeting unless 75% of the aggregate interest present agrees otherwise.
- (c) **Notice:** Notice of all Owner meetings shall be mailed by the Association's Secretary or another officer to every Owner of record at their address of record at least fourteen (14) but not more than thirty (30) days [forty (40) days in the cases of owners residing outside of the United States] prior to the date of such meeting and shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days prior to the meeting. Such notices shall specify the date, time and place of the meeting and shall make provision to allow for the voting of each Owner's interest by proxy at the discretion of the Owner. Upon receiving a written request from an Owner's mortgagee the Association's Secretary or another officer shall give such mortgagee notice of all meetings of the Association.
- (d) **Voting Interest:** Each Owner at any meeting of the Association's Owners shall have a voting interest equal to his percentage of interest in the common elements of the Condominium as set forth in the Condominium Declarations.
- (e) **Quorum:** The presence in person or by proxy of Owners holding in the aggregate a 15% voting interest in the Condominium common elements, or such other percentage or amount as may be required by the laws of the State of Florida, shall constitute a quorum at all meetings of the Owners. Whenever a quorum is present at a meeting of the Association or the Board of Directors, those present may do any and all acts by majority vote they are empowered to do unless specific provision of these By-Laws, the Condominium Declarations or the laws of the State of Florida direct otherwise.
- (f) **Voting and Proxies:** Votes may be cast in person or by proxy at all meetings of the Association's Owners. Owners may vote by proxy at any time after the date of the notice of a meeting in either written form or electronically. All written proxies shall be signed by at least one of the persons entitled to vote. If an ownership interest is owned by a corporation, a partnership or a limited liability company, an officer, a general partner, a manager or a designated authorized representative of the corporation, partnership or limited liability company, as the case may be, shall be entitled to vote that entity's interest. If an ownership interest is owned by husband and wife jointly, either one may vote their interest.

- (g) **Adjournment:** If any meeting of the Association's Owners cannot be convened because a quorum is not present, either in person or by proxy, the meeting may be adjourned by the President of the Association or by the vote of a majority of those Owners present until a quorum is present.

5. BOARD OF DIRECTORS:

- (a) **Election of Board Members:** The Association shall elect from its membership a Board of Directors which shall consist of no less than seven (7) and no more than nine (9) members. The manner of election of the Board shall be as follows: At annual meetings of the Association, nominations for positions on the Board will be accepted from any of the Owners present. Voting will be non-cumulative with each Owner having a vote equal to his percentage of interest in the Condominium common elements. Board members shall be elected by a majority of the voting interests present at any annual meeting. Each Board member shall be elected to serve for a period of one (1) year or until his successor is elected and qualifies. In the event an annual meeting is not held or successor Board members elected, the existing Board members shall continue in office until replaced by the Owners as herein provided or until they resign. Upon vacancy of any Board member position, by death, resignation or any other cause, the remaining Board members may appoint a successor to fill the unexpired term.
- (b) **Organizational Meetings:** The first organizational meeting of a newly-elected Board of Directors of the Association shall be held within ninety (90) days of their election, at such place and time as shall be fixed at the meeting at which they were elected.
- (c) **Resignation and Disqualification of Directors:** Any Director may resign at any time by sending a written notice of such resignation to the President or office of the Association. Unless otherwise specified therein, such resignation shall take effect immediately upon its receipt. If a Director transfers his title to all Unit Weeks owned by him, he shall become disqualified to be a Director and such act shall automatically constitute his resignation from the Board of Directors.
- (d) **Removal of Directors:** Subject to the provisions of Florida Statutes, any member of the Board of Directors may be recalled and removed from office, with or without cause, by the vote by a majority of the voting interests present at a special meeting of the Association's Owners called for that purpose.
- (e) **Vacancies on Board of Directors:** If the office of any Director becomes vacant for any reason, a majority of the remaining directors, though less than a quorum, may choose a successor or successors, who shall hold office for the balance of the unexpired term with respect to which such vacancy occurred. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Board of Directors.

- (f) **Regular and Special Meetings:** The Board of Directors may establish a schedule of regular meetings of the Board to be held at such time and place as the Board may designate. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors. All meetings of the Board of Directors shall be open to all Owners and to a representative of the Condominium management company.
- (g) **Notice of Meetings:** Notice of each meeting of the Board of Directors shall be given to Directors in writing of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.
- (h) **Waiver of Notice:** Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.
- (i) **Quorum:** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings shall constitute the acts of the Board. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.
- (j) **Compensation:** The Directors' fees, if any, shall be determined by the Owners at an annual meeting thereof.
- (k) **Executive Committee:** The Executive Committee of the Board of Directors shall consist of the President of the Association and the Chair of each standing committee of the Board of Directors. The Executive Committee shall have all the powers of the Board of Directors except to: (i) recommend matters to the Owners to be acted upon, (ii) fill vacancies on the Board, or (iii) perform any other act on behalf of the Board prohibited by the laws of the State of Florida.
- (l) **Standing Committees:** The President of the Association shall from time to time designate standing committees of the Board of Directors, each consisting of two or more Directors and chaired by a one of them appointed by the President.
- (m) **Telephonic Participation in Meetings:** The Board of Directors and the Executive Committee may permit any or all Directors to participate in any meeting of the Board or Executive Committee through the use of any means of communication by which all Directors participating may simultaneously hear

each other during the meeting, and any Director participating in a meeting by this means will be deemed to be present in person at the meeting.

- (n) **Actions without Meetings:** Actions permitted to be taken at any meeting of the Board of Directors, the Executive Committee or any other committee of the Board may be taken without a meeting if the action is taken by all members of the Board or of such committee, provided that such action is evidenced by written consents describing the action taken and signed by each Director.

6. **POWERS AND DUTIES OF THE BOARD:** The Board of Directors shall have such powers and duties as to which such Boards are granted by the State of Florida, including the following:

- (a) **Rules and Regulations:** To establish Rules and Regulations for the use and control of the Condominium common elements and the Units, and behavior thereon and therein, so as not to interfere with the peace and quiet of all the residents. A copy of such Rules and Regulations, as adopted from time to time, shall be posted on the Condominium property.
- (b) **Enforcement:** To enforce provisions of the Condominium Declarations, these By-Laws and the Rules and Regulations of the Condominium by appropriate action.
- (c) **Management:** To provide for the management of the Condominium by hiring and contracting with a suitable and capable managing agent or management personnel, and delegating authority thereto for the day-to-day operation, maintenance, upkeep and repair of the Condominium common elements and Units, the preparation of financial reports relative thereto, the collection of ad valorem taxes levied on the Units and Unit Weeks, and any other duties of the Board of Directors which they shall so delegate.
- (d) **Operating Expenses:** To provide for the payment of the Condominium operating expenses, including the maintenance, repair and upkeep of the Condominium common elements and Units.
- (e) **Annual Budgets:** To prepare an annual budget for the Condominium in order to determine the amount of maintenance fees or assessments payable by the Owners to meet the Condominium common expenses and to allocate and assess such costs among the Owners in accordance with the Condominium Declarations and Florida law.
- (f) **Maintenance Fees and Assessments:** To levy maintenance fees, assessments, delinquent fees and penalties as provided by the Condominium Declarations, these By-Laws and the State of Florida.

- (g) **Special Assessments:** To levy and collect special assessments whenever, in the opinion of the Board of Directors, it is necessary to do so in order to meet increased operating or maintenance expenses, or to incur additional capital expense, or because of emergencies.
- (h) **Collection Actions:** To take appropriate action to collect delinquent maintenance fees, assessments, ad valorem real estate taxes and payments of liens due from Owners and any other parties owing money to the Condominium, and to levy penalties and to charge interest on unpaid amounts due and owing. To take any and all appropriate legal actions to collect said delinquent amounts, including penalties and interest, and to impose and foreclose upon liens in connection therewith.
- (i) **Defense Litigation:** To defend in the name of the Association any and all lawsuits wherein the Condominium or the Association is a party defendant.
- (j) **Bank Accounts:** To establish bank accounts for the Association, to keep therein all funds of the Association and to withdraw monies from such accounts only by checks or instructions signed by such persons as are authorized by the Board of Directors.
- (k) **Insurance:** To arrange, maintain and renew the insurance for the Association and the Condominium as set forth in the Condominium Declarations.
- (l) **Repairs and Improvements:** To make repairs, alterations and improvements to the Condominium common elements and Units consistent with managing and maintaining the same in a first class manner and in the best interests of the Owners.
- (m) **Timeshare Exchanges:** To enter into agreements to facilitate the exchange by Owners of Unit Weeks or other timeshare periods with an exchange program and to arrange for and confirm such reservations and exchanges and perform all services incidental to an exchange.
- (n) **Contracts:** To enter into contracts with third parties to carry out the duties set forth herein.
- (o) **Annual Meetings:** To call annual meetings of the Owners and give due notice thereof.
- (p) **General:** To act for and carry on the administration and affairs of the Association and the Condominium as authorized and prescribed by the Condominium Declarations and to do all those things which are necessary and reasonable with respect thereto.

7. OFFICERS:

- (a) **Elective Officers:** The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, at least two of whom shall be members of the Board of Directors. The offices of Secretary and Treasurer may be combined one with the other, or either of them with the office of Vice President. The principal officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the annual meeting of the Owners.
- (b) **Appointive Officers:** The Board of Directors or the Executive Committee of the Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as deemed advisable.
- (c) **Term:** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer may be removed at any time, with or without cause, by the Board of Directors. If the office of any elective officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.
- (d) **President:** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers, including the power to sign contracts on behalf of the Association and to perform duties incidental to his office which may be delegated to him from time to time by the Board of Directors.
- (e) **Vice President:** The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors.
- (f) **Secretary:** The Secretary shall issue notices of all meetings of the Board of Directors and all meetings of the Owners and shall attend and keep minutes of the same. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
- (g) **Treasurer:** The responsibilities of the Treasurer shall be to ensure: (i) the custody of the Association's funds and securities; (ii) that full and accurate accounts of receipts and disbursements are kept in books belonging to the Association; (iii) that deposits are made of all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors; (iv) that the funds of the Association are disbursed as may be ordered by the Board of Directors; (v) that there shall be rendered to the Board of Directors accountings of the financial condition of the Association; and (vi) the collection of assessments and maintenance fees and to report the status of collections and of delinquencies

to the Board of Directors. The Assistant Treasurer shall perform the duties of the Treasurer to the extent assigned to him by the Treasurer or the President or when the Treasurer is absent. The functions of the Treasurer may be fulfilled in part or in whole by a managing agent employed by the Association.

8. FINANCES, ASSESSMENTS AND MAINTENANCE FEES:

- (a) **Depositories:** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated to do so by the Board. Obligations of the Association shall be signed by either the President of the Association or at least two other officers. The provisions of any Management Agreement between the Association and a managing agent relative to the subject matter of this paragraph shall supersede the provisions hereof.
- (b) **Fidelity Bonds:** The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any managing agent handling or responsible for Association funds shall be bonded in an amount not less than as required by Florida laws for each such person or party. The premiums on such bonds shall be paid by the Association.
- (c) **Fiscal Year:** The fiscal year for the Association shall begin on the first day of January of each year, unless established otherwise by the Board of Directors consistent with the requirements of the Internal Revenue Code.
- (d) **Operating Costs and Maintenance Fees:** The Board of Directors shall fix and determine from time to time, the sum or sums necessary and adequate to cover the common expenses of the Condominium, including expenses for the operation, maintenance, repair or replacement of the common elements, the limited common elements and the Units, as well as for the prudent funding of reserves and capital improvements; and the Board shall levy and collect maintenance fees to cover such common expenses in such proportions among the Owners as established by the Condominium Declarations and Florida law (except that Owners of Unit Weeks in the three "Single" Units on the south wing of the first floor of the Condominium shall each be assessed an additional fee so that the total obligation of each will be the same amount as that of the Owners of Unit Weeks in the 69 other "Single" Units in the Condominium).
- (e) **Adoption of Budget:** A copy of the proposed annual budget of common expenses as proposed by the Board of Directors shall be mailed to the Owners not less than fourteen (14) days prior to the annual meeting or other meeting of the Owners at which the budget will be considered, together with a notice of that meeting. Adoption of the proposed budget at said meeting of the Owners shall

require a favorable vote of a majority of the voting interests of the Owners who vote on the issue.

- (f) **Fees and Penalties:** The Board of Directors shall establish the late fees, penalties and interest rates for delinquencies or late payments and the penalties for violations of the Condominium rules, consistent with the Condominium Declarations.
- (g) **Statements of Accounts:** Any owner may at any time, upon payment of a reasonable fee as determined by the Board, obtain from the Association a statement reflecting the status of his account setting forth any unpaid assessments, charges or fees.
- (h) **Application of Payments:** All payments of maintenance fees and assessments shall be applied as to interest, delinquencies, costs and attorneys' fees, or other charges, expenses and advances in such manner and amounts as the Board of Directors shall determine consistent with the Condominium Declarations and Florida law.
- (i) **Audits:** An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such accountant as the Board of Directors shall determine, and a copy thereof shall be available to the Owners in the office of the Association not later than five (5) months after the end of the year for which the report is made.
- (j) **Application of Surplus:** Any surplus of revenues received by the Association in excess of expenses (including the reserve for contingencies and replacements) during a fiscal year shall be applied towards common expenses for the following year or shall be applied in any other manner which shall benefit the Association and which, on the basis of United States Federal Income Tax laws, regulations and interpretations existing from time to time, at the sole discretion of the Board, is most likely to avoid taxation of such surplus provided that such application is consistent with the Condominium Declarations and is not precluded by law.

9. COMPLIANCE AND DEFAULT:

- (a) **Association's Legal Remedies:** In the event of a violation or breach (other than the nonpayment of an assessment or maintenance fee) by an Owner of any of the provisions of the Condominium Declarations, these By-Laws, the Rules and Regulations or any provisions of Florida law, the Association may notify the Owner by written notice of such violation or breach, and if such violation or breach shall continue uncured for a period of seven (7) days from the date of such notice, the Association shall have the following options: (i) to institute an action at law to recover damages, on behalf of the Association or on behalf of other Owners and (ii) to institute an action in equity to enforce performance on the part

of the Owner or for such equitable relief as may be necessary under the circumstances, including injunctive relief.

- (b) **Association's Emergency Powers:** Any violation by an Owner of the Condominium Declarations, these By-Laws, the Rules and Regulations or any provision of Florida law which are deemed by the Association to constitute a hazard to public health may be corrected by the Association immediately as an emergency matter, and the cost thereof shall be charged to the Owner, which shall be a lien against said Owner' Unit or Unit Week with the same force and effect as if the charge were a part of the common expenses.
- (c) **Due Process:** In the event that an action is taken by the Association against any Owner to enforce an assessment or any part of these By-Laws or the Condominium Declarations or any Rule or Regulation, said Owner shall first be afforded to the protections of due process, which includes but is not limited to the following: adequate notice of any default with a contingent right to cure the default; an opportunity to defend himself against any allegations of default, to cross-examine witnesses, to receive a formal hearing before an impartial forum or tribunal and to findings of fact by the formal tribunal in accordance with the evidence presented; and that any penalty shall be proportionate to the offense, such as a reasonable fine imposed by the Board of Directors.
- (d) **Costs and Attorney's Fees:** In the event any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.
- (e) **No Waiver of Rights:** The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver by the Association or Owner to enforce such right, provision, covenant or condition in the future.
- (f) **Election of Remedies:** All rights, remedies and privileges granted to the Association or an Owner pursuant to any term, provision, covenant or condition of these By-Laws or the Condominium documents or any Rule or Regulation shall be deemed cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other rights, remedies or privileges as may be granted by such documents or at law or in equity.

10. LIABILITY OF MEMBERS OF BOARD OF DIRECTORS: No member of the Board of Directors shall be liable to the Association or any of the members or Owners or any third party for harm, injury, loss or damage suffered because of any action taken or omitted to be taken by any member of the Board serving in the capacity as a Board member in good faith if the Board member (i) exercised and used

the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs or (ii) took or did not take action in reliance upon advice of counsel or upon statements or information of other Owners or employees of the Association which he has reasonable grounds to believe.

11. LIMITATION OF ASSOCIATION'S LIABILITY: Notwithstanding the duty of the Association to maintain and repair all parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in said property or for injury or damage caused by the elements or by Owners or other persons.

12. MANAGING AGENT: The Board of Directors may appoint a managing agent for the Condominium and may grant said managing agent complete or limited powers to operate the Condominium, including the power either to utilize its own employees or to supervise the Association's employees in connection with the operation of any or all aspects of the Condominium. If there is no managing agent for any reason, including the managing agent's resignation, termination or contract expiration, and a successor has not been chosen, the Board of Directors shall perform all the duties of the managing agent until a new managing agent shall be appointed.

13. AMENDMENT OF BY-LAWS: These By-Laws may be amended at any regular or special meeting of the Owners provided that a copy of the proposed amendment is included in the notice of such meeting.

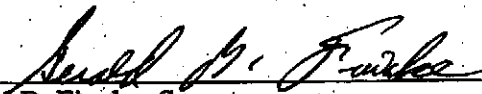
- (a) **When Unanimously Approved by the Board:** If the proposed amendment has been approved by the unanimous vote of the Board of Directors, then adoption of the proposed amendment shall require a majority vote of the Owners who vote on the issue.
- (b) **When Not Unanimously Approved by the Board:** If the proposed amendment has not been approved by the unanimous vote of the Board of Directors, then the proposed amendment must be approved by three-fourths (3/4) of the total vote of the membership (the holders in the aggregate of a 75% or greater interest in the Condominium common elements).

14. MAINTENANCE PERIODS: One (1) week of every year has been set aside for repair, maintenance and refurbishing of the Units, except for the commercial Units, being Unit Nos. 1015 and 5001, which will not be subjected to the timesharing plan as indicated in the Condominium Declarations. If any of said Unit Weeks are not needed for such repairs, the Association may rent such maintenance periods for such Units and apply the proceeds to its budget.

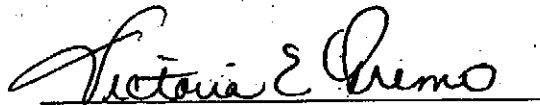
15. **PARKING:** The Board of Directors or the managing agent may designate or assign specific parking spaces for each unit and mark them for such use. Reasonable rules for enforcement of such assignment may be imposed including assessment or fines for violation thereof and may include the towing away of unauthorized vehicles at the expense of the owner of such vehicle.
16. **RULES AND REGULATIONS:** The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Condominium common elements and limited common elements and Units; provided, however, that a copy of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place or furnished to each Owner.
17. **NOTICE OF DEFAULT TO MORTGAGEES:** A first mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance by the individual Unit Owner borrower of any obligation under the Condominium Declarations which remains uncured for more than sixty (60) days.
18. **REQUIRED OWNER NOTICES:**
- (a) **Transfers of Units Weeks:** All Owners shall notify the Association of any transfer, by sale or otherwise, of Unit Weeks owned by them within ten (10) days of the date of transfer. Said notices shall include sufficient information to enable the Association to register the transferee on its books and records and to send notices to the transferee.
 - (b) **Lawsuits and Liens:** All Owners shall give notice to the Association of every suit, lien, or other proceeding which will or may effect title to their Unit Weeks, such notice to be given within five (5) days after the Owner receives notice thereof. Any lien against an Owner or against the Unit Weeks owned by him shall be limited to the Unit Weeks owned by him and shall not encumber the real or personal Condominium property or the property of any other Owner.
19. **MISCELLANEOUS:**
- (a) **Gender:** Whenever used herein, the masculine pronoun (i.e., "his" or "himself") shall be construed to include the feminine and neuter, and the singular form shall be deemed to include the plural, wherever appropriate.

- (b) **Roberts Rules of Order:** Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with Florida statutes, the Condominium Declarations or these By-Laws.
- (c) **Priority of Condominium Declarations:** The Condominium Declarations shall govern the acts, powers, duties and responsibilities of the Association and, in the event these By-Laws and the above-described documents are in conflict, the Condominium Declarations shall prevail with the Declaration to take final precedence. The definition of terms set forth in the Condominium Declarations shall be applicable throughout these By-Laws and the interpretation thereof.
- (d) **Invalidity:** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of the provisions hereof or the Condominium Declarations.
- (e) **Interpretation:** These By-Laws shall be governed by the laws of the State of Florida. The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a timeshare ownership resort.

The undersigned hereby certifies that the above By-Laws for Ocean East Resort Club Association, Inc., a Florida not-for-profit corporation, include all amendments thereto, have been adopted and are in full force and effect.


Gerald B. Fincke, Secretary
Ocean East Resort Club Association, Inc.

Sworn to and subscribed before me
this 15th day of November, 2008.


Notary Public
State of Florida at Large
My commission expires:

