

May 27, 1969

By Laws

OF

LIGHTHOUSE CO-OP APTS., INC.

LIGHTHOUSE CO-OP APARTMENTS, INC.

BYLAWS

AND

HOUSE RULES

AND

BOAT DOCK RULES

BYLAWS
OF
LIGHTHOUSE CO-OP APTS., INC.

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ARTICLE I - FISCAL YEAR

The fiscal year of this corporation shall be from
March 1st to March 1st of each year.

ARTICLE II - MEETINGS

1 - The annual meeting of the stockholders of the
LIGHTHOUSE CO-OP APARTMENTS INC. shall be held during the
month of November or of December, in each year.

2 - The semi-annual meetings of the said stockholders
shall be held during the month of March or of April each
year.

3 - Special meetings may be called by the President
when he deems it to be for the best interests of the
stockholders of the corporation, or shall be called at the
request of any three members of the Board of Directors, or
by the written request of any ten stockholders.

4 - Notice of such meetings shall be mailed or
personally delivered to all stockholders at their addresses
as same is recorded in the stockbook membership rolls, at
least ten (10) days before the scheduled date set for such
meetings. Notice of special meetings shall state the
purpose of the meeting and no other business but that
specified may be transacted without the unanimous consent of
all stockholders present at said meeting.

ARTICLE III - QUORUM

A duly constituted quorum shall consist of FIFTY-ONE
(51 %) PERCENT of the recorded stockholders present in
person or by duly accredited written and acceptable proxy.

ARTICLE IV - VOTING

1 - Voting at all annual, semi-annual or special
meetings, except for the election of Officers and Directors,
shall be by either raised hand or voice vote.

2 - Voting for the election of Officers and for
Directors shall be by closed ballots provided for the same.

3 - All proxy votes must be filed and in the possession of the Secretary or Treasurer at least 24 hours before the voting time, and presented at the meeting.

4 - Each stockholder holding a Proprietary Lease shall have one vote, cast by either spouse or by proxy.

ARTICLE V - NOMINATIONS - ELECTIONS

Nominations and Elections of the Officers and the Board of Directors shall be held at the regular Annual meeting in November or December, each year.

ARTICLE VI - OFFICERS AND DIRECTORS

1 - The Officers of this corporation shall be the following:

- President
- Vice-President
- Secretary
- Treasurer
- Four (4) Directors

2 - The Board of Directors shall consist of the following elected officials:

- President
- Vice-President
- Secretary
- Four (4) Directors

The said Board of Directors shall elect a Chairman of their Board, who shall officiate at all board meetings.

3 - The term of office for President, Vice-President, Secretary and Treasurer shall be for a period of one year. The Directors shall be elected for a term of two years each for the two (2) receiving the greatest number of votes, and one (1) year each for the two receiving the next greater number of votes; thereafter, as vacancy occurs, they each shall be elected for two years.

4 - In the event of a tie vote, the deciding vote shall be cast by the incumbent Board of Directors.

5 - A quorum for each meeting of the Board of Directors must be at least four (4) - and all decisions must be carried by a minimum of four (4) votes.

6 - Any vacancy in the Board of Directors shall be filled at a meeting of the Board of Directors.

ARTICLE VII - DUTIES AND FUNCTIONS

1 - PRESIDENT - He shall preside at all stockholders meetings; he shall appoint all Committees within one week after his election. He shall be authorized to sign all contracts, stock certificates and be one of the signatories on all checks, notes and drafts.

2 - VICE-PRESIDENT - He shall in the event of the absence or inability of the President become the acting president with all the rights, privileges and powers as if he had been the duly elected President.

3 - SECRETARY - He shall keep the minutes, in an appropriate book, of all annual, semi-annual and special meetings and of all meetings of the Board of Directors. He may be one of the signatories on Certificates of Stock. He will serve all notices of meetings.

4 - TREASURER - He shall have the care and custody of all the moneys belonging to the corporation. He shall keep proper books of records of all income and expenses, and be one of the signatories of all checks, notes and drafts.

5 - No Officer or Director by reason of his office or of his services shall be entitled to any salary or compensation.

6 - The functions of the Board of Directors shall be to manage, control and conduct the affairs and business of this corporation. They shall set and fix the dues and assessments not in excess of \$100.00, necessary and required to meet all legal obligations. Assessments in excess of \$100.00 shall be voted on by the stockholders at a regular or special meeting; however, in the event of any emergency affecting the corporate property, the Board is empowered to spend the necessary and required amount of monies.

ARTICLE VIII - ORDER OF BUSINESS

All meetings are to be conducted in the following manner:

- 1 - Reading of the minutes of the preceding meeting.
- 2 - Report of the Officers.
- 3 - Reports of Committees.
- 4 - Correspondence.
- 5 - Old or unfinished business.
- 6 - New business.
- 7 - Good and welfare.
- 8 - Adjournment.

ARTICLE IX - AMENDMENTS

These Bylaws may be amended, altered, repealed and/or modified by the affirmative vote of two-thirds (2/3) of all registered stockholders at a Special meeting on due notice.

ARTICLE X - RIGHTS AND OBLIGATIONS

1 - Only two persons shall occupy an apartment, as is provided in the Proprietary lease.

2 - No children under two (2) years of age are permitted to live on the premises. Children under eighteen (18) years, as well as all other guests, are permitted as temporary visitors for a period not exceeding one (1) month in any twelve (12) consecutive months, unless authorized by the Board of Directors. When children under eighteen (18) years are occupying any apartment, there must be an adult who actually also lives there. Each stockholder shall see to it that children visiting the premises shall so behave and so conduct themselves at all times as not to cause undue discomfort or annoyance to other persons.

3 - Keeping or harboring a pet in an apartment is prohibited.

4 - No stockholder shall at any time, directly or indirectly, use, or permit to be used, any part of the premises or apartment for any purpose other than a private residence for the stockholder, his family or guests.

5 - No stockholder shall make any structural alteration to his apartment without advance written consent of the Board of Directors.

6 - In the event of any default by any stockholder in the payment of any assessment, carrying-charge or any other sum, or in the event of any violation of these Bylaws or of the lease and rules and regulations, such stockholder shall be informed by written mail of such default and the notice shall state that unless the specific default or violation is rectified in the time allotted, that this corporation by order of the Board of Directors may exercise all rights and remedies according to Law, which are as follows:

(a) To revoke any occupancy rights that may have been heretofore granted with respect to the Certificate of Ownership of such stockholders.

(b) To terminate such stockholders certificate of ownership and offer it for sale, for such price and to such persons that the corporation may reasonably determine.

(c) To bring a lawsuit or other action against such stockholder for any sums so in default.

(d) The Board of Directors shall give at least 90 days notice by registered or certified mail of a hearing to be held by and before said Board of Directors, at which time such stockholder may present any evidence relevant and material in aiding the Board of Directors to determine to what extent there has been any default, and the said Board shall make its determination thereon and notify the stockholder of its decision.

(e) Should the Board of Directors decide to terminate the Certificate of Ownership or the occupancy rights of said defaulting stockholder, the said stockholder shall promptly quit and surrender the apartment in question to the corporation in good order and repair.

(f) All the foregoing rights of action shall be at the cost of the defaulting stockholder.

(g) No stockholder shall be deprived of his apartment without the reasonable and fair compensation for the same, even though he be dispossessed of same for cause or for being objectionable and/or for being undesirable for the reasons set forth in these Bylaws, Rules and Regulations or lease. The reasonable and fair compensation shall be determined by the Board of Directors, giving due consideration to the original purchase price, plus sum improvements and the prevailing market price, as well as the costs of the proceeding. The Board of Directors findings as to said price shall be final.

ARTICLE XI - CORPORATE PROPERTY

The entrance walk, side areas, waterfront property, pier, boat landings, pool, hallway entrances, shrubbery and other improvements are the exclusive property of the Lighthouse Co-op Apartments Inc. and under its control by and through the Board of Directors.

ARTICLE XII - RULES

Every stockholder has a duty and a moral obligation to see that the property of the corporation, including the several apartments, are kept in good order, that the grounds and the outdoor equipment and furnishings are treated with personal care, and that the pool is kept clean. Stockholders should at all times respect the rights of their co-operator stockholder. In addition all Rules and Regulations posted on the property Bulletin Board must be observed and obeyed.

ARTICLE XIII - APARTMENT SALE OR SUBLET

1 - A stockholder may, after written approval and consent of the Board of Directors upon due consideration, sell his apartment. In such event the sum of \$50.00 is to be paid to the corporation, after which transfer of Certificate of Ownership and new stock is to be issued.

2 - No transfer of the Certificate of Stock of this corporation on its books can be made without approval of the Board of Directors, and surrender of the old share of stock, when a new certificate is to be issued to the new owner.

3 - No stockholder shall sublet or rent his apartment without written consent of the Board of Directors, as is provided in the Proprietary lease. Consent in a proper instance may be given only from November 1st to May 1st each year. Ten (10%) percent of the rental fee shall be payable in advance to the corporation. There can be only one rental letting during the said 6 months period.

4 - All applications for the sale or subletting of the apartments shall be submitted in writing to the Board of Directors, containing all pertinent facts.

AMENDMENTS

Any legal expense to the Lighthouse Co-op Apartments, Inc., incurred by sale of any apartment, must be paid by the seller of such apartment, before the Board of Directors will proceed with transfer of stock certificates.
(January, 1970)

No renting or sub-letting will be permitted by any stockholder of any apartment in the Lighthouse Co-op Apartments, Inc., at any time, for any period of time, or for any reason. A stockholder violating this restriction will be subject to the penalties set forth in our Bylaws for any breach of the rules of the Lighthouse Co-op Apartments, Inc. (January 22, 1975)

In accordance with unanimous vote of co-op members at a general meeting held on February 4, 1982, the following amendment was adopted, to be added to existing Bylaws: "All docking facilities and privileges for boats of any kind or size are prohibited from our premises, for co-op members and/or visitors."

The unit owners at the General Meeting of February 1, 1988, voted to try limited renting, with any unit owner who wishes to rent their apartment notifying the Board in writing of their intention to rent. Prospective renters must meet the same conditions as prospective buyers - ADULTS ONLY, no more than two (2) people to occupy an apartment, no children under 18, and no pets. Rental privileges are granted for only ONE rental per year, for either a summer or winter season, such season NOT TO EXCEED 6 MONTHS. The unit owner must pay the Lighthouse Co-op the sum of \$100.00 per month for each month the unit is rented. This money will be used towards our urgent repairs.

At the general meeting of March 16, 1988, an amendment was passed and adopted to raise the fee due the corporation on transfer of Certificate of Ownership from \$50.00 to \$100.00.

At the general meeting of January, 1989, an amendment was passed to change the fiscal year of the corporation from March 1st through March 1st, to January 1st through January 1st of each year.

An amendment was passed at the general meeting of March 28, 1990, to levy a 10% late charge on all maintenance payments not received by the tenth day of the month due; i.e., on those payments more than 10 days past due.

At the special meeting of September 26, 1991, the following amendment was passed: "Docks may be occupied and used by stockholders of Lighthouse Co-op Apartments only. Proof of liability insurance and a copy of all boat registrations must be on file with the Board of Directors. An assessment of thirty (30) dollars per boat per month shall be levied upon dock users. Each boat owner must reside at Lighthouse Co-op while his boat is moored at the Lighthouse Co-op dock.

An amendment was passed at the general meeting of February 10, 1994. A unit owner wishing to rent his or her apartment must notify the Board of Directors in writing. The Unit Owner must pay the Lighthouse Co Op Apts., Inc. a \$100.00 approval fee or application fee. All prospective renters must be interviewed by and approved by the Board of Directors before being allowed to rent. Prospective renters must meet the same conditions as prospective buyers, and must abide by our bylaws in all other ways, too. Renting will be limited to one new renter per apartment per calendar year.

HOUSE RULES

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.
2. No public hall of the building shall be decorated or furnished by any lessee in any manner without the prior consent of the Lessor and of all the lessees to whose apartments such hall serves as a means of ingress and egress.
3. No lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other lessees. No lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such lessee's apartment between the hours of eleven o'clock p.m. and the following nine o'clock a.m. if the same shall disturb or annoy other occupants of the building, and in no event shall any lessee practice or suffer to be practiced either vocal or instrumental music for more than two hours in any day or between the hours of six o'clock p.m. and the following nine o'clock a.m. No lessee shall give vocal or instrumental instruction at any time.
4. Each lessee shall keep such lessee's apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.
5. No article shall be placed in the halls or on the staircase landings, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the sills of the building.
6. No shades, awnings, window guards, ventilators or screen devices shall be used in or about the building except such as shall have been approved by the Lessor.
7. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor; nor shall anything be projected out of any window of the building without similar approval.
8. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the lessee in whose apartment it shall have been caused.

9. No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash.

10. No radio or television aerial shall be attached to or hung from the exterior of the building without the written approval of the Lessor.

11. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any vermin, insects or other pests.

12. No vehicle belonging to a lessee or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the building by another vehicle.

13. The Lessee shall use the laundry facilities available upon such days and during such hours as may be designated by the Lessor.

14. The Lessor shall have the right from time to time to curtail or re-locate any space devoted to storage or laundry purposes.

15. The Lessor may retain a pass key to each apartment. No lessee shall alter any lock or install a new lock on any door leading into his apartment without the prior written consent of the Lessor. If such consent is given, the Lessee shall provide the Lessor with a key for Lessor's use.

16. Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

17. Any consent or approval given under these house rules by the Lessor shall be revocable at any time.

18. These house rules may be added to, amended or repealed at any time by resolution of the board of directors of the Lessor.

BOAT DOCK RULES

A. NOISE

1. Noise from work on boat and/or motor must not be so long or loud as to disturb persons nearby.
2. Boats must be docked between 11 p.m. and 9 a.m.
3. No loud noises are allowed after curfew.
4. No partying on docked boat.

B. PILINGS AND SUN DECK

1. Boat dock users are not allowed to tie off to the pilings until the pilings are repaired.
2. The pilings should not be touched at all.
3. Repair of pilings will be at boat owners expense.
4. No tying of boat to sun deck.

C. MISCELLANEOUS RULES

1. If any rules are violated, slip privilege is revoked, and owner is required to remove boat immediately.
2. Approach and leave dock at idle speed.
3. Must use garbage cans for trash.
4. No dumping of anything into lake.
5. Guests are not allowed to dock their boats at the boat dock.
6. Property of boat owner must not be stored on catwalks, dock, or the pier.
7. Any type of damage to lighthouse property caused by owner's boat is the responsibility of the boat owner. Repair will be completed in 30 days or less at boat owner's expense.
8. Boats must be removed to another location in the event of a hurricane and removal will be done at the time the warning instruction is issued by the weather service.
9. In accordance with Lighthouse Bylaws, no boat shall be docked unless the apartment owner is actually living here at the time. Also, boat owner can not leave a boat here and be living elsewhere or be gone for more than two weeks during the hurricane season which is from June 1 to November 30.

D. PREFERRED PAYMENT POLICY

To make the treasurer's bookkeeping easier, it is preferred to include the boat dock assessment with the monthly maintenance on a bi-monthly basis. In other words, a single check for the amount of \$310 every other month is preferred. This check covers two month's maintenance (2 times \$125) and two month's boat dock fee (2 times \$30).

E. APPLICATION PROCESS FOR A SLIP

1. When an applicant turns in an application to the board of directors, he gets placed on a waiting list for a boat slip. Open slips are distributed on a first come, first serve basis according to the waiting list.
2. Assuming an applicant receives a slip, he may start docking his boat in it as soon as the slip is available and proof of insurance has been given to the board of directors.
3. Payment will begin on the first of the month a slip is available and applicant has accepted the open slip. Monthly payments are required whether or not a boat is docked and will continue until applicant relinquishes the slip.
4. After receiving a slip, a boat owner is guaranteed the use of a slip for one year (as long as all rules are followed). At the end of the year, the boat owner may keep the slip as long as there is no demand for more slips. In the event that a one year docking limit must be imposed on a boat owner, it is imposed first on the boat owner who has had his slip the longest. In the case where two boat owners have had slips for an equal amount of time, but only one slip needs to be freed, a random drawing will decide which boat owner must relinquish his slip.
5. A boat owner will always be given one full month of notification before having to relinquish a slip (as long as the boat owner did not break any rules). For example, if a boat owner has been in a boat slip for a year and a half (because there has been no demand for more boat slips), and an application for a boat slip is put in by another boat owner, then the first boat owner will be forced out of his boat slip, but first, he will be given one month's notification.

F. APPLICATION AGREEMENT

The application will include a simple agreement for the prospective boat dock user to sign, such as, "I have read, understood, and agree to be bound by the Boat Dock Amendment and the Boat Dock Rules."

LIGHTHOUSE COOP — January, 1999

The Lighthouse Board of directors has continued receiving complaints from residents, neighbors and contractors. Everyone should be responsible for their actions and cooperate with others to make the Lighthouse a better place to live. We hope that all residents will take consideration in their actions and live the house rules and bylaws. If you are not familiar with the house rules, please take time to read them. Please have the respect for your neighbors that you want them to have for you.

Please keep some of these points in mind:

- Please help conserve water and minimize property damage by reporting leaks immediately;
- No loud noise late at night or early in the morning. This included loud electrical or mechanical devices, yelling or pounding on surfaces, musical instruments, construction, moving furniture, loud gatherings in apartments and on patio or deck areas, etc. Please just use common sense and respect your neighbors;
- Pets are not allowed in the units (neither yours nor your guests);
- Please do not feed stray animals on the property or remove building vent covers to allow animals under the buildings;
- Do not block access to fire extinguishers in the back hallways with debris or to control boxes in the storage areas;
- Do not change the controls to the building electrical timers, devices in the pool pump room, boiler room, central alarm or hallway light switches;
- Clean up promptly after BBQs in the back area. Cooking with a BBQ on steps, landscaping, walkways and next to the building is prohibited due to fire safety reasons and to protect the exterior of the buildings. Please take reasonable measures to keep smoke out of your neighbor's apartments;
- Please always close umbrellas in the patio area after usage (when left open the high winds break the umbrellas and blow them into the lake);
- Turn off deck and patio lights after finishing evening activities;
- Do not leave personal items in the pool and patio area unattended or overnight (these will be discarded promptly in the future);
- Do not dive into the pool and do not leave unattended children in the pool and patio areas;
- Keep away from pool and deck area while raining or lightning to avoid electrocution;
- Place garbage in plastic lined containers into the plastic receptacles behind each building; Please do **NOT** place your garbage in any of the following places:
 - ⇒ Recycle bins;
 - ⇒ Central hallway gardening receptacles;
 - ⇒ Small lint waste baskets by the washer/ dryer areas;
 - ⇒ Small waste basket for the mailbox area;
 - ⇒ Into canal or into the Lighthouse landscaping.

Oct. 22,nd 2002

Notice To All Owners and Renters of The Lighthouse Co-op

The by laws of the Lighthouse Co-op have been written to insure the rights and well being of the co-op owners and to maintain the property. Due to some infractions the board has seen fit to notify the residents of our rules, so that this situation may be corrected.

The common areas of the dock and pool are the private property of the Lighthouse. These areas are for the our resident's enjoyment. We extent the courtesy to allow guests to join the owners and renters. However this courtesy is being abused. Friends/relatives of owners/renters who do not live in the building are using the dock and pool areas whenever they choose. This is against our board rules and will not be allowed.

In consideration of the 32 owners we are each asked to follow the rules and use common courtesy. This includes, but is not limited the following:

** The dock and pool areas are to be used from 9:00 A.M. until 10:00 P.M. during the week and 9:00 A.M. to midnight on the weekends.*

** Keep the number of guests and the frequency of inviting them, to a minimum.*

** Please turn off dock lights & close the umbrellas when you leave the area.*

** Please be aware that sound is amplified by the water,*

a) If you choose to play music at the pool do so as not to disturb others, personal ear phones are suggested.

b) Keep voices moderate, and instruct children against yelling and jumping in the pool

c) PLEASE do not slam the gates.

d) Please play music in the apartment at a level respectful of others

We thank you for showing your neighbors the consideration and respect we all deserve.

Sincerely,

the Board Of Directors