

BY-LAWS

OF

PANTHER TRACE TOWNHOMES ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

The name of the corporation is PANTHER TRACE TOWNHOMES ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 5100 W. Lemon St., Suite 306, Tampa, Florida 33609 or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places within Hillsborough County, Florida, as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

The definitions of capitalized terms set forth in the Declaration of Covenants, Conditions and Restrictions for Panther Trace Townhomes (the "Declaration") are hereby incorporated by reference.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in every subsequent twelve (12) month period on a date, time and place as determined by the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, by mail, postage prepaid, hand delivery or electronic transmittal, at least 14 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place 48 hours in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of

limited or general proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. During the Class "B" Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a board of three (3) directors appointed by Westfield Homes of Florida, Inc. ("Westfield") who shall serve at the pleasure of Westfield (or any party to which Westfield assigns such rights). Such directors need not be Association members. Thereafter the Board of Directors shall consist of either three (3) members or five (5) members as determined by the Members at each annual meeting. During the Class "B" Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors. After the end of the Class "B" Control Period, only members of the Association may be elected as members of the Board of Directors.

Section 2. Term of Office. After termination of the Class "B" Control Period, the term of office for all directors shall be one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Westfield (or any such party to which Westfield has assigned such rights) until the termination of the Class "B" Control Period. Thereafter, election of directors shall take place at each annual meeting.

Section 3. Removal and Vacancies. Regardless of any provision in the governing documents, any member of the Board of Directors can be recalled and removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. However, if elected by a certain class of members, that is the only class that can vote to recall. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred

in the performance of his duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. During Class "B" Control Period. During the Class "B" Control Period, Westfield (or any such party to which Westfield has assigned such rights) shall appoint the members of the Board of Directors, who shall serve at the pleasure of the Westfield (or any such party to which Westfield has assigned such rights). After the end of the Class "B" Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After the end of the Class "B" Control Period, such nominations may be made from among Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Meetings. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to

the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual budget to every Owner within ten (10) days after written request for same;

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same; and

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained and perform all other maintenance functions

as required by the Declaration, if any; and

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Area, and to establish reserve accounts for replacement of those parts of the Common Area which have a limited useful life span.

(i) initiate or defend litigation on behalf of the Association

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board of Directors meetings must be posted in a conspicuous place on the Submitted Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Submitted Property, written notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. With respect to any Board of Directors meeting at which an assessment or special assessment will be considered or levied, or at which any rules that regulate the use of the parcels in the Submitted Property may be adopted, amended or revoked, written notice of the meeting must be mailed, delivered, or electronically transmitted to each Member and posted in a conspicuous place on the Submitted Property not less than fourteen (14) days before the meeting. Such notice must include a statement that the assessments or special assessments will be considered at the meeting and the nature of the assessments, and/or that changes to the rules regarding the use of the parcels in the Submitted Property will be considered at the meeting, as applicable. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as

the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual financial report of the Association books in form and content required by Chapter 720, Florida

Statutes from time to time, at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. If the Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Association may charge up to \$.50 per page. If the copies requested exceed twenty-five (25) pages, an outside vendor may be used and actual costs may be charged.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least 7 years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Area, if any, but not including the construction drawings of the individual homes and lots.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the Association.
4. Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in Section 720.410(1), Florida Statutes.

(l) All other records related to the Association's operation, except matters governed by the attorney-client privilege.

ARTICLE X ASSESSMENTS AND FINES

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments as listed in the Declaration which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and shall be subject to

a late fee of Twenty-Five Dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 2. The Association has the power to levy fines up to the maximum amount allowed by law from time to time, but fines shall not become a lien against a Lot.

ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Panther Trace Townhomes Association, Inc., and within the center the word "Florida" and the year of incorporation.

ARTICLE XII AMENDMENTS

Section 1. This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to the By-laws; in those circumstances such provisions shall control the alteration, amendment or rescission of the By-laws.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV FNMA/FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA):

- (a) Amendment of these Bylaws; or
- (b) Merger, consolidation and/or dissolution of the Association.
- (c) Annexation of additional properties.
- (d) Mortgaging of Common Area.

**ARTICLE XV
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

All common areas serving any homeowners' association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

**ARTICLE XVI
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

Adopted pursuant to Organizational Minutes of the Association as of February 16, 2005.

PANTHER TRACE TOWNHOMES

ESTIMATED BUILD-OUT OPERATING BUDGET

Prepared March 17, 2005

	Build-Out		
166 UNITS	Operating	Budget	Budget
	Budget	per month	per lot
INCOME			
ASSESSMENTS			
Class A	\$394,416	\$32,868	\$2,376.00
SPECIAL ASSESSMENTS			
DEVELOPER CONTRIBUTION			
TOTAL INCOME	\$394,416	\$32,868	\$2,376.00
EXPENSES			
GROUND MAINTENANCE			
Lighting, Repair	\$800	\$67	\$4.82
Sign Maintenance/Repair	\$800	\$67	\$4.82
Irrigation Repairs	\$11,500	\$958	\$69.28
Landscape Contract	\$58,800	\$4,900	\$354.22
Landscape Replacement	\$8,600	\$717	\$51.81
Lake/Pond Maintenance	\$1,800	\$150	\$10.84
Electricity - General	\$1,300	\$108	\$7.83
Electricity - Street Lights	\$14,600	\$1,217	\$87.95
Water/Sewer	\$124,500	\$10,375	\$750.00
Facilities Maintenance	\$10,600	\$883	\$63.86
Trash Collection	\$14,400	\$1,200	\$86.75
Repairs & Maint. General (Gutters)	\$3,652	\$304	\$22.00
Bldg. Maintenance (Mail Kiosk)	\$800	\$67	\$4.82
Gate maintenance	\$3,600	\$300	\$21.69
Gate Telephone & electric	\$1,800	\$150	\$10.84
Contingency	\$2,400	\$200	\$14.46
AMENITIES			
Rec Area Water & Sewer	\$2,400	\$200	\$14.46
Pool/Cabana Supplies	\$900	\$75	\$5.42
Rec Area Repairs & Maint.	\$1,800	\$150	\$10.84
Pool/Cabana Contract Service	\$7,800	\$650	\$46.99
Pool Equipment Repair/Maintenance	\$1,000	\$83	\$6.02
Pool Heating/Electric	\$6,000	\$500	\$36.14
MANAGEMENT & ADMIN.			
Annual CPA Report	\$3,000	\$250	\$18.07
Bank Charges/Coupons	\$1,130	\$94	\$6.81
Corporate Annual Report Fee	\$62	\$5	\$0.37
Directors' & Officers Liab. Ins.	\$1,800	\$150	\$10.84
Gen. Liab. and Prop. Insurance	\$5,600	\$467	\$33.73
Legal Expense	\$2,400	\$200	\$14.46
Management Fee	\$23,904	\$1,992	\$144.00
Office Supplies	\$800	\$67	\$4.82
Postage	\$1,500	\$125	\$9.04
Printing and Copying	\$2,400	\$200	\$14.46
TOTAL OPERATING EXPENSES	\$322,448	\$26,871	\$1,942.46
RESERVES			
Reserves - General	\$2,400	\$200	\$14.46
Reserves - Painting	\$36,833	\$3,069	\$221.89
Reserves - Pool Remarcite	\$932	\$78	\$5.62
Reserves - Roof	\$10,984	\$915	\$66.17
Reserves - Streets	\$2,811	\$234	\$16.93
Reserves - Streets	\$7,995	\$666	\$48.16
Reserves - Gates	\$2,512	\$209	\$15.13
Reserves - Utility Maintenance	\$7,500	\$625	\$45.18
TOTAL RESERVE EXPENSE	\$71,968	\$5,997	\$433.54
TOTAL EXPENSES	\$394,416	\$32,868	\$2,376
Assessments Per Unit Per Year	\$2,376.00		
Assessments Per Unit Per Month	\$198.00		
Initial Fee (paid at Closing):	\$300.00		

* Note: This initial build-out budget is projected (not based on historical operating figures). Therefore, it is possible that actual assessments may be lesser or greater than projected. This budget may be revised upon receipt of final bids for all services.