

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF OCEAN DUNES, A CONDOMINIUM
ARTICLES OF INCORPORATION AND BY-LAWS**

WHEREAS, the Declaration of Condominium for OCEAN DUNES, a Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3684 at Page 1062, as amended from time to time; and

WHEREAS, the Articles of Incorporation and By-Laws for Ocean Dunes Condominium Association, Inc., are attached as Exhibits thereto; and

WHEREAS, at a duly called and noticed Meeting of the Membership of Ocean Dunes Condominium Association, Inc., held on November 20, 2024 and a duly called and noticed Meeting of the Board of Directors of Ocean Dunes Condominium Association, Inc., also held November 20, 2024, the Declaration of Condominium, the Articles of Incorporation and the By-Laws were amended pursuant to applicable procedures of the Declaration, the Articles and the By-Laws.

NOW, THEREFORE, undersigned hereby certify that the amendments to the Declaration of Condominium, the Articles of Incorporation and the By-Laws, attached hereto as Exhibit A, B and C, respectively, are true and correct copies of the amendments adopted by the Members and the Board of Directors.

WITNESS my signature hereto this 20th day of November, 2024, at Highland Beach, Palm Beach County, Florida.

[Signature]
Witness

ELAINE M. GATSOS
Printed Name

[Signature]
Witness

Hatid Jaddaoui
Print Name

OCEAN DUNES CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
LARRY COHEN, President

Attest: [Signature]
SUSAN DENNER, Secretary

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of physical presence, by LARRY COHEN, President and SUSAN DENNER, Secretary, of OCEAN DUNES CONDOMINIUM ASSOCIATION, INC., on behalf of the Corporation. They are personally known to me or have produced Drivers license as identification and did take an oath.

[Signature]
Jaclyn Dehart, Notary Public
Printed Name of Notary Public

My Commission Expires:
10/24/26



JACLYN DEHART
Commission # HH 325292
Expires October 24, 2026

EXHIBIT "A"

OCEAN DUNES CONDOMINIUM ASSOCIATION, INC

ADOPTED AMENDMENTS:

DECLARATION OF CONDOMINIUM

Article 2. DEFINITIONS. The terms used in this Declaration and in the Articles of Incorporation and By-Laws of OCEAN DUNES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.

2.9 Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of the other apartments, including windows, exterior entry doors and sliding glass doors.

2.12 Family shall be defined to include the spouse, domestic partner, parent, child, stepchild, grandchild, grandparent, niece, nephew or sibling of the owner or the owner's spouse or domestic partner.

Article 4. UNITS.

4.2 Appurtenance to Unit.

B. Automobile Parking Space. All owners shall be assigned one automobile parking space as an appurtenance to their particular unit and shall be entitled to the exclusive use and possession of said parking space, but the parking space shall be maintained as a common expense of the Condominium, and which shall be a Limited Common Elements.

(1) Electronic and Natural Gas Car Charging. Installation of electric or natural gas fueled vehicle charging stations shall be implemented in compliance with the provisions of Section 718.113 (8) and (9), Florida Statutes, as amended from time to time.

(2) Additional Parking Spaces. The assignment of parking spaces as existing on the effective date of this Amendment shall remain in full force and effect, including the Developer's original assignments and the leasing, swap or sale of parking spaces among unit owners. Unit owners may swap, sell, use, lease or loan additional parking spaces as negotiated amongst themselves, there being only the requirement that the Association be notified of said transaction in order to maintain an accurate list of assigned parking spaces. Upon the sale of a unit, the assigned parking space or spaces shall transfer with the unit.

The leasing of unassigned parking space numbers 16, 17 and 42 by the Association to owners shall expire December 31, 2024. Commencing January, 2025, the Association shall hold a lottery for the lease of the unassigned parking spaces. Any owner wishing to lease one and only one of the three parking spaces shall enter their name. The winners of the three leases

shall be randomly drawn by the Manager. The rent for the lease of the spaces shall be set annually by the Board of Directors. The lease term shall be one year and a new lottery shall be held annually.

Article 5. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

Responsibility for the maintenance of the condominium property and restrictions for its alteration and improvements shall be as follows:

5.1 Units.

A. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a unit, except interior surfaces, **and replacement of windows, exterior entry doors and sliding glass doors,** contributing to the support of the apartment building, which portions shall include but not be limited to outside walls of the apartment building and all fixtures on their exteriors, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls. **Notwithstanding the foregoing regarding replacement, the Association shall be responsible for the maintenance and repair of the windows, exterior entry doors and sliding glass doors and the cost of said maintenance shall be a common expense;**

B. By the unit owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired or replaced by the Association. Such shall be done without disturbing the rights of other unit owners. **Included in the obligations of the unit owner to replace portions of the unit, is the payment of the cost to replace the windows, exterior entry doors and sliding glass doors of the unit. Only impact resistant windows and doors in color, material and manufacturer as designated by the Association shall be installed. The windows, exterior entrance doors and sliding glass doors shall be installed by the Association at the expense of the unit owner. Notwithstanding the foregoing regarding replacement, the Association shall be responsible for the maintenance and repair of the windows, exterior entry doors and sliding glass doors and the cost of said maintenance shall be a common expense;**

(a) Installation of hurricane protection in excess of the provisions of the building code shall be in compliance with Section 718.113 (5), as amended from time to time.

A copy of this Amendment shall be recorded in the public records of Palm Beach County and shall be delivered to each unit owner.

5.2 Common Elements.

B. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements costing in excess of ~~Ten Thousand (\$10,000.00)~~ **Twenty-five Thousand (\$25,000.00)** Dollars without prior approval in writing by the owners of not less than ~~seventy-five percent (75%)~~ **fifty percent, plus one vote (50%, plus one vote)** of the common elements **units**, except as provided by the By-Laws. The redecoration or refurbishment of ~~any the~~ common elements in order to maintain, repair or replace ~~any them due to damage or deterioration damaged, deteriorated or otherwise obsolescent item~~ shall not be deemed an alteration or improvement requiring membership vote, and said redecoration or refurbishment may be made at the sole discretion of the Board. The cost of same shall be assessed as a common expense. Any such alteration or improvements shall not interfere with the rights of any unit owners without their consent. ~~The costs of such work shall not be assessed against the "institutional mortgagee" as hereinabove defined that acquires title as a result of owning a mortgage upon the unit owned unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the portion of their shares in the common elements bear to each other. There shall be no change in the share and rights of a unit owner in the common elements altered or further improved, whether or not the apartment owner contributes to the costs of such alteration or improvements.~~

C. Enforcement of maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, ~~Developer or any other unit owner~~ shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment the Association shall have the right to have its employees or agents enter the unit and perform the necessary work to enforce compliance with the above provision. This assessment shall be secured by the Association's lien right and the Association shall have the right to collect this assessment in the same manner as a delinquent assessment for common expenses.

Further, in the event a unit owner violates any of the provisions of Paragraph 5.1-B above, the ~~Developer and/or~~ the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner, and the repair and maintenance of any item requiring same, and all at the expense of the unit owner.

Article 6. ASSESSMENTS. The making and collection of assessments against unit owners for common expense shall be pursuant to the By-Laws and subject to the following provisions:

6.2 Interest - application of payments. Assessments and installments on such assessments paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the highest rate allowed by law from the date when due until paid, together with a late fee of twenty-five (\$25.00) dollars per installment or five (5%) percent of any delinquent installment, whichever is higher, which interest and late fee shall be secured by Association's lien right. All payments upon account shall be ~~first applied to interest and late fees and then to the assessment payment first due.~~ as set forth in Section 718.116 (3), Florida Statutes, as amended from time to time.

6.3 Lien for assessments. The Association is hereby given a lien securing payment for payments of assessments imposed by the Association pursuant to the terms of this Declaration and the By-Laws, together with penalty interest and all collection expenses, including late fees, ~~and attorney's fees~~ and costs, through and including claim of lien foreclosure. Such lien shall be subordinate to the lien of a mortgage recorded prior to the time of recording of the lien for such unpaid assessments. In the event of foreclosure of a first mortgage encumbering a unit, the purchaser at such sale, his successors or assigns, shall ~~not~~ be liable for the share of assessments pertaining to such unit chargeable to the former owner of such unit which became due prior to the foreclosure sale of such unit. ~~Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the unit owners.~~ The foregoing provision shall also be applicable to the conveyance of a unit to a first mortgagee in lieu of foreclosure. In cases of first mortgagee foreclosure or deed in lieu of foreclosure, the first mortgagee shall be obligated to pay delinquent assessments in accordance with the provisions of Section 718.116 (1), (b), Florida Statutes, as amended from time to time.

Article 8. OBLIGATIONS OF MEMBERS. In addition to the obligations and duties heretofore set out in this Declaration, or hereinafter set out in the Exhibits attached hereto, including, but not limited to the Articles of Incorporation and the By-Laws of the Association, every condominium apartment owner shall:

8.4 Behavior. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Association shall be observed. No owner, tenant or guest of any unit shall permit or suffer anything to be done or kept in the unit or on the common elements or on the limited common elements which will increase the rate of insurance on the condominium or which will substantially and unreasonably obstruct or interfere with the rights or quiet enjoyment of the other owners or tenants or guests of other units or annoy them by, including, but not limited to, unreasonable noises, or smells, nor shall any such owner, tenant or guest undertake any use or practice which shall create and constitute a nuisance to any other owner

of a unit or tenant or guest or which interferes with the peaceful possession and enjoyment and proper use of any unit or the common elements or the limited common elements.

No unit owner, tenant or guest shall interfere with, disrupt or otherwise meddle in the operation of the Association, and unit owners, tenants or guests are prohibited from interrupting, directing, harassing or annoying Association employees, vendors, contractors, or the employees thereof.

8.5 Registration of Family Members. Commencing with the effective date of this amendment, all unit owners shall provide to the Association in writing, the names, addresses, telephone numbers, including cellular phone numbers, email addresses and emergency contact information for all adult family members who are permitted by the owner to visit or occupy the unit on a non-resident or domicile basis.

Article 10. INSURANCE. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the unit owners shall be governed by the following provisions:

10.1 Authority to purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners. Unit owners ~~may~~ **shall** obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. **Said insurance policy purchased by the individual unit owners shall include liability coverage in the minimum amount of \$250,000.00 and proof of such purchase shall be presented annually to the Association.** All insurance policies purchased by the Association shall be with a copy having a Triple AAA Best Rating or better.

10.4 Insured. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses shall be paid to any state or national bank in ~~Broward~~ **Palm Beach** County, Florida, with trust powers as may be approved by the Board of Directors of the Association and the institutional mortgagee holding the greatest dollar amount of institutional mortgages against condominium parcels as Trustee, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums nor for the renewal of sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

Article 12. SALE OR LEASE.

12.1 Maintenance of community interests. In order to maintain a community of congenial residents and thus protect the value of the units, the transfer of units by any owner shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each owner covenants to observe:

B. Lease. No unit owner may dispose of a unit or any interest therein by lease without the approval of the Association and provided the occupancy is only by the lessee and his family and guests. The Association shall have the right to require that a uniform lease or addendum be utilized in connection with the leases of all condominium units ~~which addendum may appoint the Association as landlord's agent for purposes of evicting any tenant who violates the rules, regulations or restrictions of the Association.~~

Rental of rooms within a unit or rental of the entire unit for short term vacation use less than three (3) months in length is strictly prohibited.

G. In no event may any unit be sold or leased to a corporation or other business entity or a revocable or irrevocable trust that ~~does not constitute~~ is not owned or controlled by or benefits a single-family unit. The corporation or business entity or trustee of a trust shall provide to the Association a list of the names, mailing addresses, telephone numbers and email addresses of those individual family members who may reside in or visit the unit. At no time shall the unit be occupied by unrelated guests or employees, staff or customers of the entity owning the unit.

I. In no event may any unit be leased during the first year of ownership, ~~except in the case of hardship as determined in the sole discretion of the Board.~~

J. In no event will any lease be approved which has a term of less than three (3) months nor more than twelve (12) months. The lease of any unit more than once in a twelve (12) month period will not be approved except in the event of a death or a serious illness of the lessee resulting in the cancellation of the lease. No approval will be granted for an assignment or sublease. No lease will be approved unless the lessor furnishes the Board with adequate proof of sufficient liability insurance listing the Association as a named insured and ~~gives written assurance to the Board~~ provides a written indemnification and hold harmless agreement to the Association accepting liability for the acts and errors and omissions of the lessee and all occupants of the unit. to hold the Association harmless.

~~12.4 Mortgage. No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to an institutional mortgagee as herein defined. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.~~

Article 13. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Regulations and said documents and regulations as they may be amended from time to time. Failure of a unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

13.1 Fines.

A. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or a unit owners' guests or lessees, in the manner provided ~~herein~~ in Section 718.303 (3), Florida Statutes, as amended from time to time.

~~B. The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause to assert that a unit owner or other persons is violating, or has violated, the provisions of the Declaration of Condominium, the Articles of Incorporation, these By Laws, or the rules and regulations of the Association, regarding the use of units, common elements, or Association property. In the event the Covenants Enforcement Committee determines that such probable cause exists, it shall report same to the Board of Directors.~~

~~The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies, or to which that person is a guest, if that person is not the owner, of the specific nature of the alleged violation, including a statement setting forth the provisions of the condominium documents allegedly violated and a short and plain statement of the matters asserted by the Association, and advising of an opportunity for a hearing before the Board of Directors upon a written request delivered to a Board member or designated agent within fourteen (14) days of the date of the notice of the violation or violations. The Board notice shall state the date, time and place of the hearing to be held if the hearing is requested. The Board notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues shall be deemed a separate offense, subject to a separate fine, not to exceed One Hundred (\$100) Dollars for each offense provided the total amount of fines shall not exceed \$1,000 exclusive of interest, costs and attorney fees. The Board notice shall further specify, and it is hereby provided for an alternative procedure available only for the first time violations and not for recurring violations, that in lieu of requesting a hearing, the alleged violator or unit owner may respond in writing to the notice within fourteen (14) days of its date, acknowledging that the violation or violations occurred as alleged and promising that the violation or violations will henceforth cease and will not recur. Such acknowledgement and promise and performance in accordance therewith, shall terminate further enforcement activity by the Association with regard to the violation and no fines shall be levied.~~

~~C. If a hearing is timely requested, the Board of Directors shall hold the same on the date and time and at the place set forth in the notice, and shall hear and receive the response of the violator and unit owner if other than the violator, including written and~~

~~oral argument on all issues involved and shall hear any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee, or its agents, may produce. Any party at the hearing may be represented by counsel.~~

~~D. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise are timely and properly made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence to support a finding that a violation or violations occurred, it shall send a written notification to the violator, and the unit owner if other than the violator, announcing its finding that a violation or violations occurred and notifying the violator, and unit owner if other than the violator, that fines will be assessed and levied as provided herein unless the violation is corrected within three (3) days from the notice of the Board. No further notice or hearing shall be necessary to enable the Board to levy fines for an uncorrected violation, or violations, or for recurring violations substantially similar to violations for which a hearing opportunity was previously provided.~~

E. B. A fine pursuant to this section shall be assessed against the unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that unit and shall be promptly paid to the Association by the owner of that unit. The owner shall be liable for attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

F. C. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents including but limited to legal action for damages or injunctive relief. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.

13.2 Negligence. A unit owner shall be liable for the expense of any maintenance repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guest or employee or lessee, **or vendor, or invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.** Such liability shall include occupancy or abandonment of a unit or its appurtenances, or of the common elements. Such liability shall also be secured by the Association's lien rights as provided herein.

Article 14 AMENDMENT TO DECLARATION.

14.1 This Declaration of Condominium may be amended by affirmative vote of ~~two-thirds (2/3)~~ **fifty percent, plus one vote (50%, plus 1 vote)** of **all of** the condominium unit owners ~~of this condominium present~~ at a meeting duly called for such purpose.

14.5 No amendment shall be passed which shall impair or prejudice the right and priorities of any mortgagee, **except where the subject is exempt from such prohibition under the provisions of Section 718.110 (11), Florida Statutes, as amended from time to time.**

14.6 No provision of Paragraph 14 of this Declaration of Condominium may be changed without the written consent and approval of ninety (90%) percent of all institutional mortgagees of record of this Condominium, **except where the subject is exempt from such prohibition under the provisions of Section 718.110 (11), Florida Statutes, as amended from time to time.**

Article 15 Termination.

15.1 This Condominium may be voluntarily terminated in the manner provided for in the Condominium Act at any time. In addition hereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice, and is approved in writing within sixty (60) days of the said meeting by ~~three-fourths (3/4)~~ **eighty percent (80%)** of the total vote of the members of the Association, and all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other nonconsenting owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

EXHIBIT “B”
OCEAN DUNES CONDOMINIUM ASSOCIATION, INC
ADOPTED AMENDMENTS:
ARTICLES OF INCORPORATION

ARTICLE III

The corporation shall have the following powers:

~~(i) — To lease property including, but not limited to recreational facilities and to levy and collect assessments to cover the costs of the maintenance, operation and repair of said leasehold property. To purchase personal property for the use of said leased recreational areas.~~

(i) The right to borrow money for Association purposes under terms and conditions that are negotiated by the Board of Directors in the best interests of the Association.

ARTICLE IV

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting of members shall be as follows:

2.

On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each DWELLING in the CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each DWELLING in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one DWELLING, such member shall be entitled to exercise or cast as many votes as he owns DWELLINGS, in the manner provided by said By-Laws. Cumulative voting by owners is prohibited.

EXHIBIT "C"

OCEAN DUNES CONDOMINIUM ASSOCIATION, INC

ADOPTED AMENDMENTS:

BY-LAWS

Section 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

(d) Votes may be cast in person or by proxy. Proxies shall be valid ~~only~~ for the meeting designated thereon **and for ninety (90) days thereafter for any continuation of an adjourned meeting** and must be filed with the Secretary before the appointed time of the meeting.

Section 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. 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 or presented personally to each member; receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at is post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. **Any member who has provided to the Association written authorization, signed and dated, stating that the member permits notices to be transmitted electronically to the email address provided by member, may receive such notices electronically. The member may change or withdraw such authorization at any time. The Association shall maintain a copy of the member's authorization in the records of the Association.** Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

Section 4. BOARD OF DIRECTORS

(a) The Board of Directors of the ASSOCIATION shall consist of **either three (3) persons or five (5) persons. Each year the members shall vote to determine whether the Board shall be three (3) persons or five (5) persons. The number of Board members shall be determined by a majority vote (50%, plus one vote) of the total number of units of the Association.** ~~At least a majority of the~~ **The** Board of Directors shall be members of the Association, **or the spouse or**

domestic partner of an owner or shall be authorized representatives or officers or employees of a corporate member of the ASSOCIATION.

(b) Election of Directors shall be conducted in the following manner:

(ii) All members of the Board of Directors shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION. **Cumulative voting is prohibited, i.e., each member may only cast one vote for each candidate.**

(vi) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. **In compliance with Section 718.112 (2), (c), Florida Statutes, or as amended from time to time, the Board shall meet at least once per quarter and at least four (4) times per year.** Regular meetings of the Board of Directors shall be open to all unit owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the date named for such meeting, unless notice is waived. Notice of regular meetings shall also be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency. **Both regular and special Board Meetings may be held via electronic video conferencing as long as the Board Members and the owners are able to hear and speak and participate in the Meeting as required by law. The Board shall determine whether the meeting will be held through video conferencing or in person or both. Board Members may also participate and be counted as part of the quorum and may vote via telephone call as long as the participants in the Meeting can hear the telephone conversation.**

Section 5. POWERS OF ASSOCIATION

~~(h) — To operate jointly a recreation area on leasehold property. To maintain said leasehold premises. To pay taxes, insurance and all expenses concerning the operation thereof and to purchase personal property for use on said leasehold premises, and to assess the members of the Association for any of the foregoing expenses regarding said club in the manner as may be prescribed by the Declaration of Condominium of said lease.~~

~~(i) — Directors' fees, if any, shall be determined by the members.~~

(h) Directors and the Manager may be reimbursed for pre-approved advances used for legitimate Association purchases upon presentation of receipts.

(i) The Association shall have the right to borrow money for Association purposes under terms and conditions that are negotiated by the Board of Directors in the best interests of the Association.

Section 7. OFFICERS

(f) The compensation of all ~~officers and~~ employees of the Association shall be fixed by the Directors. ~~This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.~~

(g) Vendors whose businesses are owned or controlled by a Member of the Board of Directors shall not be retained by the Association for work to be performed on the Condominium property. Members of the Board of Directors shall avoid all conflicts of interest between their personal business and Association business.

Section 8. FISCAL MANAGEMENT

(b) The Board of Directors shall adopt a budget no later than fourteen (14) days prior to the start of the Association's next fiscal year ~~for each calendar year~~ which shall contain estimates of the cost of performing the functions of the ASSOCIATION, including but not limited to the following items:

(ii) Proposed assessments against each member. Copies of the proposed budget and proposed assessments shall be transmitted to each member ~~on or before December 15 of the year prior to which the budget is made.~~ fourteen (14) days prior to the Meeting of the Board of Directors at which the Budget will be adopted. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned. At the time such copies are furnished to each member, the unit owners shall also be given written notice of the time and place at which such meeting of the Board of Directors shall be held and such meeting shall be open to the unit owners.

~~(iv) The revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this section.~~ In the event the proposed Budget in any year exceeds 115% of the previous year's Budget, the provisions for notice and request for a members meeting set forth in Section 718.112 (2), (e), Florida Statutes, as amended from time to time, shall be implemented. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the CONDOMINIUM property or in respect of anticipated expenses by the CONDOMINIUM ASSOCIATION which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessment for betterments to the CONDOMINIUM property if the By-Laws so provide or allow

the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors. ~~The Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.~~

~~(b)~~ (c) Nothing herein contained shall at any time restrict the right of the Board of Directors to levy additional **special** assessments in the event that the budget originally adopted shall appear to be insufficient to defray costs and expenses of operation and management, upon giving notice to the unit owners as herein provided, or in the event of emergencies or in the event of repairs, maintenance or replacement of any portion of the common elements not included in the annual Budget. Notice of said Special Assessment and of the Board Meeting at which it will be considered shall be in compliance with the provisions of Section 718.112 (2), (c), Florida Statutes, as amended from time to time.

The remainder of the letters of the above Sub-Section are incorrect and are hereby adjusted accordingly

Section 10 AMENDMENTS TO BY-LAWS

Amendments to the By-Laws will be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. This requirement may be satisfied by attaching text of the proposed amendment with deletions being stricken and additions being underlined.

(b) A resolution adopting a proposed amendment must receive approval of ~~66-2/3%~~ fifty percent, plus one vote (50%, plus one vote) of all the Directors and ~~66-2/3%~~ fifty percent, plus one vote (50%, plus one vote) of the votes of the entire membership of the ASSOCIATION. Directors and members not present at the meetings considering the amendment may ~~express their approval in writing, vote via a signed and dated Limited Proxy in a form as authorized by the Department of Business and Professional Regulation.~~

(c) Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the ASSOCIATION, and after being proposed and approved by one of such bodies, it must be approved by the other.

(d) The provisions for voting to amend the By-Laws shall also be used to amend the Articles of Incorporation.