

Prepared by and Return To:  
Jennifer M. Cunha, Esq.  
The Law Office of J. M. Cunha, P.A.  
601 Heritage Drive, Suite 424  
Jupiter, FL 33458

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC.,  
AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE LANDS OF THE  
PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., AND AMENDMENT  
TO THE BYLAWS OF THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A  
ASSOCIATION, INC.**

**(A CORPORATION NOT FOR PROFIT)**

**WHEREAS**, the Declaration of Condominium of The Lands of the President Condominium Eight-A Association, Inc., has been duly recorded in the Public Records of Palm Beach County, Florida (the "Public Records"), in Official Record Book 2422 at Page 1872, as thereafter amended from time to time; and

**WHEREAS**, at a duly noticed meeting of the membership held on June 10, 2025, the required membership approval and Board of Directors approval was obtained for the Amendment to the Declaration of Condominium, Articles of Incorporation and Bylaws; and

**WHEREAS**, in the event that any word(s) were left out, misspelled or altered in the re-typing of the original document portion of this Amendment, the original version of the document shall control; and

**WHEREAS**, any Exhibits referenced in this Amendment are attached to the Declaration of Condominium as originally recorded and are not being re-recorded but shall be incorporated herein by reference only as if same were attached hereto, unless specifically noted; and

**WHEREAS**, this Certificate of Amendment and Amendment to the Declaration of Condominium, Articles of Incorporation and Bylaws and shall be filed in the Public Records of Palm Beach County, Florida.

**NOW, THEREFORE**, the Declaration of Condominium, Articles of Incorporation and Bylaws shall be amended in the particulars as stated in the Amendment to the Declaration of Condominium, Articles of Incorporation and Bylaws attached hereto. This Amendment shall run with the real property known as The Lands of the President Condominium Eight-A Association, Inc., and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors, assigns, tenants, guests and visitors, and except as otherwise amended hereby, shall remain unchanged in full force and effect.

### CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the Amendment attached to this Certificate has been approved by the vote(s) required by the Declaration of Condominium for The Lands of the President Condominium Eight-A Association, Inc., and the Articles of Incorporation and Bylaws for The Lands of the President Condominium Eight-A Association, Inc.,

IN WITNESS WHEREOF, the undersigned officers have executed this Certificate of Amendment this 11<sup>th</sup> day of June, 2025.

THE LANDS OF THE PRESIDENT  
CONDOMINIUM EIGHT-A  
ASSOCIATION, INC.

**Officers:**

Signature: *Erin F. Medeiros*  
Printed name: Erin F. Medeiros  
Title: President  
Date: 6/11/25

Signature: *George Dollar*  
Printed name: George Dollar  
Title: Treasurer  
Date: 6/11/25

**Witnesses:**

Signature: *Stacy Huff*  
Printed name: Stacy Huff

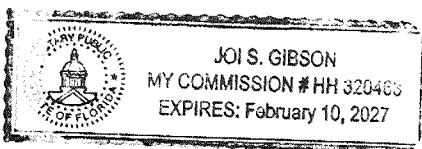
Signature: *Tina V. Forrest*  
Printed name: Tina V. Forrest

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 11<sup>th</sup> day of June, 2025 by Erin F. Medeiros, who is personally known to me or has produced DL as identification. and George Dollar

*Joi S. Gibson*  
NOTARY PUBLIC

My Commission Expires:



**Table of Contents**

Article I: SUBMISSION STATEMENT.....6

Article II: NAME.....6

Article III: DEFINITIONS .....6

Article IV: LAND .....9

Article V: RECREATIONAL LAND.....10

Article VI: IDENTIFICATION OF UNITS.....11

Article VII: SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION .....12

Article VIII: UNDIVIDED SHARES IN THE COMMON ELEMENTS .....14

Article IX: MEMBERSHIP IN THE CONDOMINIUM.....14

Article X: AMENDMENT TO DECLARATION.....15

Article XI: BYLAWS .....16

Article XII: CONDOMINIUM ASSOCIATION .....16

Article XIII: PURPOSE AND USE RESTRICTIONS.....18

Article XIV: CONVEYANCES .....21

Article XV: RIGHTS OF HEIRS AND DEVISEES .....28

Article XVI: ASSESSMENTS.....29

Article XVII: LIEN OF THE ASSOCIATION.....31

Article XVIII: PROVISIONS RE TAXATION .....33

Article XIX: MAINTENANCE AND REPAIRS .....34

Article XX: ALTERATION OF UNITS .....35

Article XXI: ALTERATIONS, ADDITIONS AND IMPROVEMENTS .....36

Article XXII: LIABILITY INSURANCE .....37

Article XXIII: PROVISIONS FOR CASUALTY INSURANCE .....38

Article XXIV: MORTGAGES .....44

Article XXV: ASSOCIATION’S UNITS, RIGHTS AND PRIVILEGES .....44

Article XXVI: RECREATIONAL FACILITIES .....45

Article XXVII: ADDITIONAL RECREATIONAL FACILITIES .....50

Article XXVIII: SEPARABILITY OF PROVISION .....51  
Article XXIX: TERMINATION .....52  
Article XXX: EASEMENTS FOR ENCROACHMENTS .....52  
Article XXXI: MAINTENANCE .....57  
Article XXXII: VIOLATIONS .....59  
Article XXXIII: MISCELLANEOUS PROVISIONS .....60  
Article XXXIV: ELECTRIC VEHICLE CHARGING STATIONS .....63  
Article XXXV: OFFICIAL RECORDS .....64  
Article XXXVI: GOVERNANCE .....70

PAGE INTENTIONALLY LEFT BLANK

AMENDED DECLARATION OF CONDOMINIUM  
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A

ARTICLE I.  
SUBMISSION STATEMENT

THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT – A, (hereinafter referred to as “the Association”) hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article IV hereof, entitled “Land”, and the real property referred to in Article V hereof, entitled “Recreational Land”, and hereby declares said real property to be Condominium property and does hereby submit the same to Condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, as amended (hereinafter referred to as “The Condominium Act”), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the annexed Bylaws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, or as the same is amended from time to time, including the definitions therein contained are adopted and included herein by express reference.

ARTICLE II.  
NAME

The name by which this Condominium is to be known and identified is THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A.

ARTICLE III.  
DEFINITIONS

1. “Assessment” means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.
2. “Association” shall mean and refer to The Lands Of The President Condominium Eight-A, means, membership in the entity is composed exclusively of unit owners or their elected or appointed representatives and is a required condition of unit ownership.
3. “Association property” means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
4. “Board of administration” or “Board” means the Board of Directors or other representative body which is responsible for administration of the Association.

5. “Buyer” means a person who purchases a condominium unit. The term “purchaser” may be used interchangeably with the term “buyer.”

6. “Bylaws” means the Bylaws of the Association as they are amended from time to time.

7. “Charge” means a charge levied by the Association against a unit owner.

8. “Committee” means a group of Board members, unit owners, or Board members and unit owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

9. “Common elements” means the portions of the condominium property not included in the units. “Common elements” includes within its meaning the following:

(a) The condominium property which is not included within the units.

(b) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

(c) An easement of support in every portion of a unit which contributes to the support of a building.

(d) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.

10. “Common expenses” means all expenses properly incurred by the Association in the performance of its duties, including expenses specified in section 718.115, Florida Statutes.

11. “Common surplus” means the amount of all receipts or revenues, including assessments, rents, or profits, collected by a condominium association which exceeds common expenses.

12. “Condominium” means that form of ownership of real property created pursuant to this chapter, which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

13. “Condominium parcel” means a unit, together with the undivided share in the common elements appurtenant to the unit.

14. “Condominium property” means the lands, leaseholds, and improvements, any personal property, and all easements and rights appurtenant thereto, regardless of whether contiguous, which are subjected to condominium ownership.

15. “Declaration” or “declaration of condominium” means the instrument or instruments by which a condominium is created, as they are from time to time amended.

16. “Division” means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.

17. “Guest” means any person who is not an owner of the unit, and who is physically present in, or occupies the unit by invitation from the owner or other legally permitted occupant, without requirement to contribute money, perform any service or provide any other consideration to the owner or lessee in connection with occupancy of the unit. A permanent occupant of a unit shall not be considered a guest. Furthermore, an owner of a unit shall never be considered a guest in the unit they own, unless the owner is visiting their lessee in the unit. If an occupant is residing in the unit for more than thirty (30) days, they need prior written approval of the Board of Directors and may be treated as a permanent occupant and not a guest. For purposes of this paragraph, a live-in healthcare aide shall not be subject to the thirty (30) day guest limitation, but shall be subject to screening and approval if intended to reside in the unit with the owner for a period exceeding thirty (30) days in a six (6) month period, with there being two periods in each year, running from January through June, and July through December.

18. “Hurricane protection” means hurricane shutters, impact glass, code-compliant windows or doors, and other code-compliant hurricane protection products used to preserve and protect the condominium property or Association property.

19. “Kickback” means any thing or service of value, for which consideration has not been provided, for an officer’s, a director’s, or a manager’s own benefit or that of his or her immediate family, from any person providing or proposing to provide goods or services to the Association.

20. “Land” means the surface of a legally described parcel of real property and includes, unless otherwise specified in the Declaration and whether separate from or including such surface, airspace lying above and subterranean space lying below such surface. However, if so defined in the Declaration, the term “land” may mean all or any portion of the airspace or subterranean space between two legally identifiable elevations and may exclude the surface of a parcel of real property and may mean any combination of the foregoing, whether or not contiguous, or may mean a condominium unit.

21. “Limited common elements” means those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the Declaration.

22. “Operation” or “operation of the condominium” includes the administration and management of the condominium property and the Association.

23. “Rental agreement” means any written agreement, or oral agreement if for less duration than one (1) year, providing for use and occupancy of premises.

24. “Seasonal”, “non-seasonal” or “short-term lease” means a lease that is in effect for a period of time less than twelve (12) months.

25. “Special assessment” means any assessment levied against a unit owner other than the assessment required by a budget adopted annually.

26. "Structural integrity reserve study" means a study of the reserve funds required for future major repairs and replacement of the condominium property performed as required under section 718.112(2)(g), Florida Statutes.

27. "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

28. "Unit owner" or "owner of a unit" means a record owner of legal title to a condominium parcel.

29. "Voting certificate" means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a condominium unit that is owned by more than one owner or by any entity.

30. "Voting interests" means the voting rights distributed to the Association members, pursuant to section 718.104(4)(j), Florida Statutes.

#### ARTICLE IV.

##### LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

A parcel of land lying, being and situate in Palm Beach County, Florida, more specifically described as:

All of Lots 4 and 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida, less the following described portions designated Parcel "A", Parcel "B", and Parcel "C".

**PARCEL "A"**: Commencing at the Southeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the Easterly line of said Lot 5, North 49°48'09" West 123.16 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 37.57 feet; thence North 88°52'52" West 138.09 feet; thence South 1°11'51" West 91.34 feet to a point on a curve from which the radius point bears South 7°20'24" West 397.0 feet; thence Southeasterly along the arc of said curve 103.81 feet through a central angle of 14°58'54" thence North 37°04'33" East 113.75 feet to the Point of Beginning.

**PARCEL "B"**: Commencing at the Southeast corner of Lot 4, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the Northeast line of said Lot 4, North 49°48'09" West 232.78

feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 268.43 feet; thence South 57°42'00" West a distance of 176.97 feet to the Northeasterly Right of Way line of Presidential Way, being also a point on a curve concave to the Southwest and from which the radius point of said curve bears South 52°27'46" West 330 feet; thence Southeasterly along the arc of said curve, a distance of 30.16 feet, through a central angle of 5°14'14"; thence continue along the Northeasterly right of way line of Presidential Way South 32°18'00" East, a distance of 225.88 feet; thence North 57°42'00" East, a distance of 256.33 feet to the Point of Beginning.

**PARCEL "C":** Beginning at the Northeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; said point of beginning also being a point on a curve from which the radius point bears North 88°48'09" West 180.00 feet; run thence along the radial line of said curve North 88°48'09" West 130.00 feet; thence North 29°41'51" East 150.70 feet to a point on the aforementioned curve from which the radius point bears South 43°49'37" West 180.00 feet; thence Southeasterly along the arc of said curve 148.82 feet through a central angle of 47°22'14" to the Point of Beginning.

Containing 4.966 acres, more or less.

SUBJECT TO:

Restrictions, limitations, easements, reservations of record and applicable zoning ordinances, laws and regulations.

SUBJECT TO:

Those certain easements for utilities and other purposes as set forth in the Condominium Plan, Exhibit No. 1 to this Declaration of Condominium, if any.

## ARTICLE V.

### RECREATIONAL LAND

In addition to the land referred to in Article IV hereof, submitted herewith to Condominium ownership is an undivided three-fourth (3/4th) interest in and to certain recreational land more particularly described in Article XXVI and Exhibit #4 hereof, under those terms, conditions, reservations and limitations set forth in this Declaration and particularly in Article XXVI, entitled "Recreational Facilities".

The Developer in anticipation of the construction and creation of the condominium regime of The Lands of the President Condominium Eight-B upon certain land presently owned by the Developer, has simultaneously, with the execution of this Declaration of Condominium, conveyed the remaining undivided one-fourth (1/4th) fee interest in and to the recreational land referred to herein to The Lands of the President Condominium Eight-B Association, Inc., the Condominium Association of the proposed Lands of the President Condominium Eight-B, under the terms,

conditions, reservations and limitations set forth in said conveyance and otherwise set forth in this Declaration of Condominium and in particular, Article XXVI, hereof, entitled “Recreational Facilities”.

## ARTICLE VI.

### IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article IV hereof, all easements and rights appurtenant thereto, together with the four (4) buildings and other improvements constructed thereon, which includes the one hundred and twelve (112) units, common elements and limited common elements. In addition, the Condominium property consists of an undivided three-fourth (3/4th) interest in and to the recreational land referred in Article V hereof, all easements and rights appurtenant thereto, together with an undivided three-fourth (3/4th) interest in and to the building and other improvements constructed thereon which consists of common elements only. The Condominium property shall also include as common elements any additional interest in real or personal property acquired by the Condominium Association in accordance with the provisions of Article XXVII, entitled “Additional Recreational Facilities”, herein contained. The principal improvements on the real property submitted under Article IV herewith to Condominium ownership consists of four (4) apartment buildings. The apartment buildings will be known as Apartment Buildings 28, 30, 31 and 32. Apartment Buildings 28 and 32 each contain twenty-eight (28) apartments: seven (7) on the first floor, seven (7) on the second floor, seven (7) on the third floor, and seven (7) on the fourth floor, in each of said apartment buildings. Apartment Building 30 contains twenty-one (21) apartments: seven (7) on the first floor, seven (7) on the second floor, and seven (7) on the third floor of said apartment building. Apartment building 31 contains thirty-five (35) apartments: seven (7) on the first floor, seven (7) on the second floor, seven (7) on the third floor, seven (7) on the fourth floor, and seven (7) on the fifth floor of said apartment building. In Apartment Buildings 28, 30, 31 and 32, apartments on the first floor are numbered 101 through 107; apartments on the second floor are numbered 201 through 207, and apartments on the third floor are numbered 301 through 307. In Apartment Buildings 28, 31 and 32 apartments on the fourth floor are numbered 401 through 407. In Apartment Building 31 apartments on the fifth floor are numbered 501 through 507. Each apartment designation is prefixed by the number 28, 30, 31 or 32, corresponding to the building in which that apartment is located. By way of example and not of limitation, Apartment 28-301 is in Apartment Building 28 and on the third floor. All apartments excluding only Apartments 28-104, 30-104, 31-104 and 32-104, are each two (2) bedroom, two (2) bath apartments, consisting of a living room, two (2) bedrooms and two (2) baths in addition to other living areas within the apartment described on the Condominium Plan. Apartments 28-104, 30-104, 31-104 and 32-104 are each one (1) bedroom, one and one-half bath (1-1/2) bath apartments, consisting of a living room, one (1) bedroom and one and one-half (1-1/2) baths in addition to other living areas within the apartment described on the Condominium Plan. Each apartment also contains living areas in addition to the bedrooms and baths mentioned above within the boundaries described on the Condominium Plan. Each of said apartments together with its attached terraces, balconies or porches, if there be any, is a Condominium Unit, and each of said Units is subject to private ownership. The areas, rooms and spaces which are not within the boundaries of a Condominium Unit and its attached terraces, balconies or porches (if there be any), are common elements or limited common elements and shall

be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a condominium unit constitute part of the common elements up to the unpainted finished surface of said walls.

B. The boundary lines of each condominium unit, terrace, balcony or porch are the interior vertical surfaces thereof; and the exterior unpainted finished surface of the perimeter balustrade abutting the porch, terrace or balcony, or if said terrace, balcony or porch is enclosed, the exterior unfinished surface of the perimeter wall, and the interior finished surfaces of the floor and ceiling of said porch.

C. Each Condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as storage spaces.

The Condominium property described in Article V hereof consists of common elements only and includes a swimming pool and pool building, the property in question being located between buildings 30 and 31.

## ARTICLE VII.

### SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto, as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements on the land mentioned in Article IV above showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. In addition, there is attached hereto as a part of Exhibit #4, a Survey, Plot Plan and Graphic Description of the Improvements on the land mentioned in Article V above showing said improvements in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description and notes and legends appearing thereon are made a part hereof and identified as Exhibit #4 of this Declaration. Said Exhibit #1 and Exhibit #4 have been certified to in the manner required by Section 718.104, Florida Statutes, the Condominium Act.

B. Limited common elements are identified in Exhibit #1 and consist of storage spaces within the Condominium property. The limited common elements constituting storage spaces are not assigned to the various units in this Declaration nor in Exhibit #1 attached hereto. The

Condominium Association hereinafter provided for shall distribute and attribute the aforementioned storage spaces to the units. In making such appointments and designations, storage spaces shall be apportioned among the units such that each unit shall have the same storage space (in volume and configuration) as every other unit insofar as the configuration of the buildings and of the spaces shall allow. The size of storage spaces to be distributed and attributed to the units may vary from building to building within the Condominium, but so far as is practicable, each unit (apartment) within a building shall have the same storage space (in volume and configuration) as every other unit within said building. Any storage spaces not assigned by the Condominium Association shall, during the period when they are not assigned, be deemed common elements. It shall not be necessary that the designation of storage space attributable to a unit be recorded among the Public Records. The Condominium Association may from time to time, should there be need, change the storage space attributable to a unit within a building, providing only that each unit shall have essentially equivalent storage space to all other units within the same building. This provision is herein provided in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the appointment of storage spaces more convenient to their units, and to give the Condominium Association the power and flexibility to meet such a situation.

C. Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements (Page 2 of Exhibit #1 hereto) were numbered 1 through 220 inclusive. However, no parking spaces are numbered and no parking spaces are assigned. These parking spaces shall likewise constitute common elements. All parking spaces are designated by the Association as common elements of the Condominium, and such parking spaces shall thereafter be subject to such use as the Condominium Association shall from time to time determine, and may be made available for guest parking. There is a maximum of two (2) vehicles per unit allowed. Prior Board approval is required if a unit has more than two (2) vehicles. The Master Association issues vehicle stickers with Association approval only. All vehicles must have an active registration. The Board can promulgate Rules and Regulations regarding vehicles and parking from time to time.

ARTICLE VIII.  
UNDIVIDED SHARES IN THE COMMON ELEMENTS  
AND SHARE IN THE COMMON EXPENSES AND  
COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Schedule A contained in the Exhibit #2 attached hereto and made a part hereof.

B. The common expenses shall be borne by the Condominium unit owners and the said unit owners shall share in the common surplus in the proportions set forth in Schedule B contained in Exhibit #2 attached hereto and made a part hereof.

ARTICLE IX.  
MEMBERSHIP IN THE CONDOMINIUM  
ASSOCIATION AND VOTING RIGHTS  
OF OWNERS OF UNITS

Every owner of a Condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article XII of this Declaration and does hereby agree to be bound by this Declaration, the Bylaws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every Condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium property.

Subject to the provisions and restrictions set forth in the Bylaws of the Condominium Association, each unit owner is entitled to one (1) vote in the Condominium Association for each unit owned by him or her. If a person, trust, as authorized hereinbelow, or corporation holding title as of the effective date of this amendment, owns more than one (1) unit, he or it shall be entitled to one (1) vote for each unit owned. Voting rights and qualifications of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its Bylaws, which Bylaws are attached hereto and made a part hereof as Exhibit #3.

ARTICLE X.  
AMENDMENT TO DECLARATION

A. Except as provided in Paragraphs B and C below, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the Bylaws, at which a quorum is present, such adoption to be by the affirmative vote of fifty-one percent (51%) of the entire unit owners entitled to vote at a meeting where a quorum is present, either in person or proxy. The quorum shall be fifty-one percent (51%) of the entire voting members. Such amendment shall be duly recorded in compliance with Section 718 of the Condominium Act. No amendment shall change any Condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments, except as otherwise set forth in Article XXVI, entitled "Recreational Facilities".

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the Bylaws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the Bylaws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the Bylaws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the Bylaws of the Condominium Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a Condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and filed with the aforesaid amendment.

C. Notwithstanding the provisions contained in this Article X, no amendment to this Declaration of Condominium shall alter or impair the interest of The Lands of the President Condominium Eight-B in and to the recreational facilities set forth in Article V and Article XXVI hereof, unless said Condominium approves and joins in such amendment, provided that this Article X C shall be of no further force and effect subsequent to ten (10) years following the date of recordation of this Declaration of Condominium should the Declaration of Condominium for The Lands of the President Condominium Eight-B not be recorded in accordance with Article XXVI hereof.

## ARTICLE XI.

### BYLAWS

The operation of the Condominium property shall be governed by the Bylaws which are annexed to this Declaration as Exhibit #3 and made a part hereof. Said Bylaws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

## ARTICLE XII.

### CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., a Florida corporation, not for profit. The Association shall have all the powers, rights and duties set forth in the Declaration, the Bylaws and the regulations enacted pursuant to such Bylaws. The Condominium Association is sometimes referred to herein as the Association. The Association shall also have, without limitation, the following enumerated powers:

A. The Association has the power to make and collect regular and special assessments and to lease, maintain, repair and replace the common elements. The Association may charge a use fee against a unit owner for the use of the common elements or Association property for reasonable charges associated with the unit owner having the exclusive use of any portion of the common elements or Association property.

B. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary, for inspection, maintenance, repair or replacement of any common elements or of any portion of the unit to be maintained by the Association pursuant hereto or as necessary to prevent damage to the common elements, the unit or other units.

C. The Association has the power to acquire title to real and personal property and to hold, convey, lease and mortgage real property for the use and benefit of the members with Board approval only.

D. The Association has the power, through the Board of Directors, to borrow funds, in any amount, as necessary to cover common expenses to the extent not adequately provided for in the annual budget or in any funded reserves.

E. The Association, at the sole discretion of the Board, may enter an abandoned unit to inspect the unit and adjoining common elements; make repairs to the unit or to the common elements serving the unit, as needed; repair the unit if mold or deterioration is present; turn on the utilities for the unit; or otherwise maintain, preserve, or protect the unit and adjoining common elements. For purposes of this paragraph, a unit is presumed to be abandoned if:

1) The unit is the subject of a foreclosure action and no tenant appears to have resided in the unit for at least four (4) continuous weeks without prior written notice to the Association; or

2) No tenant appears to have resided in the unit for two (2) consecutive months without prior written notice to the Association, and the Association is unable to contact the owner or determine the whereabouts of the owner after reasonable inquiry.

Except in the case of an emergency, the Association may not enter an abandoned unit until two (2) days after notice of the Association's intent to enter the unit has been mailed or hand-delivered to the owner at the address of the owner as reflected in the records of the Association. The notice may be given by electronic transmission to unit owners who previously consented to receive notice by electronic transmission.

Any expense incurred by an Association pursuant to this paragraph is chargeable to the unit owner and enforceable as an assessment pursuant to section 718.116, Florida Statutes, and the Association may use its lien authority provided by section 718.116, Florida Statutes, to enforce collection of the expense.

F. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned unit for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the unit and the adjoining common elements, including the costs of the receivership and all unpaid assessments, interest, administrative late fees, costs, and reasonable attorney fees.

G. The Association has the right to establish and enforce trespassing.

H. The Association has the right to establish the remedy of towing and booting. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, and applicable County Ordinances, as amended from time to time, an offending vehicle owner or unit owner does not remove a prohibited or improperly parked vehicle from the Association or on their own personal property, the Association shall have the option and right to have the vehicle towed away or booted at the vehicle owner's expense by any authorized third-party vendor. In the event that the Association incurs an expense with the tow and/or boot and the vehicle owner fails to pay such costs upon demand, the owner for themselves or as the owner of the vehicle for their family, tenants, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a charge, which shall be collectible by the Association as charges are collected under this Declaration.

## ARTICLE XIII.

### PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof as private single family residences for themselves, their families, their tenants and social guests, and for no other purposes, except where specific exceptions are made in this Declaration of Condominium.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the condominium units, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The condominium units (apartments) shall be used as single family residence only except, with the permission of the Condominium Association. Each unit is restricted to single family residential use as a residence by the owner permitted and/or approved occupant(s) thereof pursuant to the provisions of this Declaration and their temporary guests and invitees. Temporary guest occupancy shall be defined as stated below and by Rules and Regulations adopted and amended by the Board of Directors from time to time. There shall not be permitted the rental of rooms. "Single family" shall mean up to two (2) unrelated individuals living as a single integrated economic housekeeping unit, or more than two (2) persons related as spouse (or cohabitating partners), parent, grandparent, stepparent, child, adopted child of parent, foster child/children, grandchild, sibling, half-brother or half-sister living as a single integrated economic housekeeping unit. Notwithstanding the foregoing, in no event shall any unit be permanently occupied by more than two (2) persons per bedroom or the number of persons the United States Department of Housing and Urban Development ("HUD") (or a successor agency thereto) permits occupancy to be restricted, from time to time, without the restriction being considered discriminatory against familial status, whichever is greater. In the absence of a HUD standard or regulation, no unit shall be permanently occupied by more than two (2) persons per bedroom and any room(s) in the unit (such as a living room, dining room, etc.) be converted to a sleeping area shall not be considered a "bedroom" for purposes of the above occupancy restriction unless otherwise provided by applicable law from time to time. Single family residence applies to occupancy. More than one family is entitled to purchase the unit together, but the occupancy must be by only a single family at a time. Permanent occupancy shall follow HUD guidelines, as amended from time to time. Additionally, occupancy by guests, as provided for hereinabove, shall be limited. Any guest occupying the unit for a period of more than thirty (30) days cumulatively in any calendar year shall be subject to screening in the same manner as a tenant as provided in Article XIV hereof. No guest occupancy will be permitted in the absence of the owner, except by members of the owner's immediate family, falling within the definition of single family as set forth above. Except for those members of the owner's immediate family and those who reside with the owner full-time, guest occupancy in the absence of the owner shall be limited to a maximum of thirty (30) days cumulatively for all such guest occupancy in any calendar year.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners and subject to such regulation by rules and Bylaws as may in the opinion of the Condominium Association achieve the maximum beneficial use thereof.

C. No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the Condominium property by its residents. The Board shall determine in their business judgment what constitutes a nuisance. Nuisance practices are further clarified in the Association's Bylaws and Rules and Regulations.

D. No unit owner shall permit or suffer anything to be done or kept in his or her condominium unit which will increase the rate of insurance on the Condominium property. The unit shall not be used in any trade, professional or commercial business in the unit. Home offices shall be permitted as long as they do not attract customer/client traffic, increase post office/ mailing traffic, or constitute a nuisance in the sole opinion of the Board of Directors. Notwithstanding the foregoing to the contrary, any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or childcare facility or operation (regardless of age) or an animal care or breeding facility or operation shall still be prohibited. The practice of leasing units shall not be considered a business activity under this section.

E. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or of any Condominium unit or any part thereof.

F. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his or her Condominium parcel or any part of the Condominium property. Business cards are not allowed in the interior windows of a unit. Lockboxes are allowed on doors.

G. All draperies, blinds, venetian blinds, shades and such other window coverings as may be used to cover or otherwise decorate windows and/or doorways shall be white or lined with white, so that the appearance of said windows and/or doorways shall appear uniform. The Board can promulgate rules and regulations regarding window coverings and hurricane protection from time to time. The Board will adopt hurricane protection specifications for each building and unit which may include color, style, and other factors deemed relevant by the Board and must comply with the applicable building code. All owners are responsible for the maintenance and repair of windows and window coverings and hurricane shutters. The Board may not refuse to approve the installation or replacement of hurricane protection by a unit owner which conforms to the specifications adopted by the Board. However, a Board may require the unit owner to adhere to an existing unified building scheme regarding the external appearance of the condominium.

H. Reasonable rules and regulations concerning use of the Condominium property and especially the common elements and limited common elements may be promulgated by the Condominium Association and can be promulgated from time to time by the Board by Board vote only. Copies of all rules and regulations shall be furnished to all unit owners.

I. Subsequent to the recording of this provision, no owner may acquire title to more than two units at the Condominium. Any owners holding title to two or more units subsequent to the recording hereof may not acquire title to additional units. This provision shall not apply to institutional mortgagees. No entity of any kind whatsoever may hold title to a unit, with the sole exception of trusts formed for the purpose of estate or financial planning. No unit may be titled in

the names of more than two natural persons. The foregoing restriction as to entities shall not apply to foreclosing mortgagees or their successors or assigns, but shall apply to any other person or entity purchasing a unit at a foreclosure sale and shall apply to all transfers by any mortgagee, its successor or assign, acquiring title to a unit.

J. No pets shall be permitted in the unit or any common areas. Pursuant to all applicable Federal and State laws, a unit owner or resident may make a request to the Association for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a unit, provided that the requesting owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the owner/resident impairs a major life activity, and the specific manner in which the animal will allow the owner/resident an equal opportunity to use and enjoy their unit and assist in treating the disability. An owner/resident desiring to maintain an emotional support/service animal must obtain the approval of the Board prior to bringing the animal to the Association and must fill out and return in a timely manner any application or other forms or paperwork or submit proper documentation as required by the Association. The animal must be vaccinated and registered and the proper paperwork regarding this must be submitted to the Association. If the animal dies or is removed, the applicant needs to reapply for another animal that will be brought into the unit. If a person requests to keep more than one emotional support animal, request information regarding the specific need for each animal. A person who knowingly and willfully misrepresents themselves, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083 of Florida statutes, and must perform thirty (30) hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than six (6) months, as stated in Section 413.08, Florida Statutes (2024), as amended from time to time. All animals must be on leashes at all times when outside of their unit. Owners are responsible for picking up any waste and disposing this properly and any damages caused by animal are the responsibility of owner and will be charged to owner's account. An emotional support animal registration of any kind, including, but not limited to, an identification card, patch, certificate, or similar registration obtained from the Internet is not, by itself, sufficient information to reliably establish that a person has a disability or a disability-related need for an emotional support animal. A person with a disability or a disability-related need is liable for any damage done to the premises or to another person on the premises by their emotional support animal.

Each owner of an approved emotional support or service animal agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind whatsoever arising from or growing out of having any animal on the Properties. The Board of Directors shall have the right but not the obligation, to require an owner to provide proof of a liability insurance policy that includes any animal that exhibits violent tendencies and said policy shall name the Association as an additional insured.

K. Smoking is allowed in the unit and on balconies and patios. Smoking or vaping of any kind is prohibited in all Common Areas, including catwalks and the pool area.

ARTICLE XIV.  
CONVEYANCES

A. In order to assure a community of congenial residents and thus protect the value of the condominium units, and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of condominium units shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

B. In the event of an attempted conveyance in the contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

C. 1. A unit owner, intending to make a bona fide sale or lease of his or her parcel, or any interest therein, shall give to the Condominium Association a written notice of his or her intention to sell, lease or gratuitously lend together with the name and address of the intended purchaser, lessee or occupant, and such other information as the Association may reasonably require, and the term of the proposed transaction, including, without limitation, the requirement of a personal interview by any proposed purchaser(s) or lessee(s). The interview can be done in person or via electronic means, as approved by the Board. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the condominium unit owner believes the proposal to be bona fide, in all respects. A gratuitous leasing is the occupancy of a condominium unit by someone other than the owner or the owner's immediate family, without the owner present, unsupported by consideration, or for a nominal consideration. Gratuitous leasing is permitted up to thirty (30) days cumulative per calendar year without Board approval. Board approval will be required after thirty (30) days and access will be denied at day thirty-one (31) if Board approval is not obtained. In addition to the information required hereinabove, in connection with any sale or lease, the Association may impose a transfer fee not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. In connection with leases, the Association may impose a security deposit, not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. The Association shall have the right to require of all tenants that they deposit in escrow with the Association an amount that the Board determines from time to time that is not more than one (1) month's rent, or such greater amount allowed by law from time to time, which may be used by the Association to repair any damage to the common elements or property owned by the Association resulting from acts or omissions of tenants or their family members, guests, invitees or licensees (as determined in the sole discretion of the Board). A new deposit is required for each lease and when the lease expires and the lessee renews. Regardless of whether or not expressed in the applicable lease, all unit owners shall be jointly and severally liable with their tenants to the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence or intentional act or omission of the tenant or their family member, guest, invitee or licensee, or for the acts and omissions of the tenant(s) or their family member, guest, invitee or licensee, which constitute a violation of, or non-compliance with, the provisions of the Declaration or of any of the Rules and Regulations of the Association.

2. Within thirty (30) days after the receipt of the last information provided pursuant to Paragraph 1 above, the Association shall either approve the transaction, or, for a sale, disapprove the transaction for good cause, as defined below. An association may charge a fee in connection with the sale, mortgage, lease, sublease, or other transfer of a unit. Any such fee may be preset but may not exceed One Hundred Fifty Dollars (\$150.00) per applicant. For the purpose of calculating the fee, spouses or a parent or parents and any dependent children are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, a charge may not be made. Such fees must be adjusted every five (5) years in an amount equal to the total of the annual increases occurring in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items during that five (5) year period. The Department of Business and Professional Regulation shall periodically calculate the fees, rounded to the nearest dollar, and publish the amounts, as adjusted, on its website.

For leases, if the Association disapproves the proposed lease, the lease shall not be made and the lessee shall not take possession. Good cause, for the purpose of disapproving a sale or lease or any transfer, may include but is not limited to the following:

- (a) The applicant fails to qualify for membership in the Association;
- (b) The person seeking approval is seeking to purchase the unit without paying at least twenty percent (20%) of the total purchase price, exclusive of closing costs, in cash at the time of closing, the intent of this provision to be to prohibit sales in which more than eighty percent (80%) of the purchase price will be funded by a mortgage or other loan. The Board can determine from time to time the percentages required;
- (c) The owner allows a prospective applicant to take possession of the premises prior to approval by the Association as provided for herein;
- (d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in this condominium or any condominium operated by the Association as a tenant, unit owner or occupant of a unit; or
- (e) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- (f) Conviction of a misdemeanor crime for violence against persons or property within the past five (5) years;
- (g) Conviction of any felony crime for violence against persons or property within the past ten (10) years;
- (h) Conviction of any felony or misdemeanor crime for any sexual crimes, including but not limited to, prostitution, or child pornography, within the past ten (10) years;
- (i) Having a record of financial irresponsibility, including, but not limited to, prior bankruptcies, foreclosure, bad debts, poor credit rating, and/or credit score below 650 or not

appearing to have adequate financial resources available to meet obligations of the Association. If more than one applicant applying to lease or purchase the unit, as long as one applicant has a minimum credit score number, it is acceptable. If the applicant is a foreign national, then discretionary rules by the Board apply. The Board of Directors can promulgate credit score numbers and rules regarding credit scores from time to time;

(j) The application, on its face indicates that approval would create a violation of the Association's Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, or Florida law. By way of example, without limitation, failure to identify all proposed occupants or an intent to sub-lease the unit; an intention to bring a prohibited pet into the unit; an intent to store multiple vehicles on the premises; failure to provide complete and accurate responses on the application form; or other prohibited uses;

(k) The prospective applicant or other intended occupants have been arrested and/or charged with a crime subject to current HUD guidelines and law;

(l) The owner has a history of leasing their unit to troublesome tenants and/or refusing to control or accept responsibility for the occupancy of their unit.

If good cause exists, as defined above, the Association may disapprove the transaction and the transaction shall not be made and the Association shall have no further obligation. No leasing by corporations, businesses, partnerships and trusts, except limited trusts, shall be permitted. However, this limitation does not apply to the Association and they may lease a unit.

3. Approval shall be in recordable form signed by an executive officer of the Condominium association and shall be delivered to the purchaser, lessee, or mortgagee and made part of the conveying document.

4. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.

5. The provisions of this Article XIV shall apply to subleases, assignments of leases, all mortgages including second mortgages, etc. and home equity lines of credit, and to all original and all successive transfers, sales, leases, subleases, assignments, or mortgages.

6. With regard to leases, no leasing will be permitted during the first twenty-four (24) consecutive months for seasonal rentals or non-seasonal rentals, during which an owner holds record title to the unit. No lease will be approved for a term of less than three (3) months nor more than twelve (12) months nor may any unit be leased more frequently than twice in any calendar year or any twelve (12) month period, with a unit being considered leased during a calendar year if, during any point that calendar year, the unit is occupied by a tenant. If at the time of transfer of any interest in title a unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned twenty-four (24) consecutive month period during which the unit may not be leased or rented shall commence upon the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended. All owners leasing their Unit for more than six (6) months at a time must provide an in-force Renter's Insurance policy

for the period of the lease to the Association for the period while the Unit is being leased and failure to provide same will result in the Board rejecting the lease application. A copy of an active, in-force Renter's Insurance policy must be provided along with the Lease Application to the Association and maintained for the duration of the Lease or rental deposit funds will be forfeited to cover any damages to the Units adjacent to or located below the rental Unit due to water, or other damages caused by the renter's or owner's negligence. In addition, the lessee/renter is required to submit an initialed copy of the Association Rules and Regulations along with the Rental/Lease Application, a copy of which should be retained by that party. There shall be a rental cap of twenty-one (21) units annually, which is 18.75% of the total units. Owners are prohibited from circumventing/escaping or avoiding the rental cap restriction of twenty-one (21) units by using seasonal or non-seasonal rental leases. Season rentals are excluded from this calculation and there is no cap for seasonal rentals. The tenants that are currently leasing are allowed to have renewal of the lease up on approval but if the tenant stops leasing, the owner needs to go to the end of the wait list if there is one. The Board can promulgate rules regarding procedures for the wait list from time to time.

D. No unit owner shall sell, lease, or mortgage, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the Association, and unless the proposed purchaser or lessee can qualify as to use restrictions.

E. If a unit owner shall lease his or her unit, he shall remain liable for the performance of all the agreements and covenants in the Condominium documents, and shall be liable for the violations by his or her lessee of any and all use restrictions. Tenants are prohibited from having pets.

F. Every purchaser, lessee, or mortgagee who acquires any interest in a condominium parcel shall acquire the same subject to this Declaration, the provisions of the Bylaws of the Condominium Association and the provisions of the Condominium Act.

G. Short-Term Rentals; Subleasing Prohibited. Subleasing or subletting of a unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any unit. The intention is that only entire units may be rented. It is not the intention of this clause to prohibit owners from having a roommate; in such situations, however, a lease naming both parties must be executed and filed as any other lease would be and the Board must approve the applicant. Renters are prohibited from subleasing. Short-term rentals which may require a business tax receipt, license and resort tax account are strictly prohibited. Further, the use of Airbnb and other similar types of transient rental services, or any licensing for such, are strictly prohibited so that no unit may be posted for lease with any short-term or vacation rental leasing service. All leasing provisions shall apply to any type of occupancy for which consideration has been paid including but not limited to occupancy pursuant to a license. The owner or lessee must notify the Board of Directors if any occupant is residing in the unit for more than thirty (30) days in a six (6) month period.

H. Eviction of Unit Tenants and Occupants. The Association possesses all rights and remedies of the unit owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Association Documents and Rules and Regulations, as amended from time to time. If tenants and/or permanent occupants shall be in non-compliance with any of the

Association Documents and Rules and Regulations, the following may occur: Such a non-compliance shall be a breach of the Association Documents and therefore a breach of the lease. The Board must consult with an attorney before starting eviction proceedings. The Association may evict a tenant/occupant after repeated and ignored rule violations. Three (3) violations of the Association's Declaration of Condominium, Articles of Incorporation, Bylaws, or Rules and Regulations, within a twelve (12) month period is just cause for eviction. Three (3) violation notices must be sent to the owner and tenant before eviction proceedings start. Further, the violation must be an egregious or repeated behavior that is unsafe for the welfare of the other residents. The Association on behalf of the unit owner may terminate the lease, and re-enter and re-take possession of the unit for and on behalf of the unit owner, after providing the notices required by Chapter 83 of the Florida Statutes. The Association has the right to serve such notices, terminate the lease and seek possession of the unit for and on behalf of the unit owner, upon the expiration of ten (10) days after the Association mails notice of such intent to the unit owner. The Association then has the right to institute eviction proceedings in Court against the tenants or occupants as agent for and on behalf of the unit owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Article without any liability to the unit owner, tenants or Occupants (including, but not limited to, the loss of rent to the owner and loss of possession by the tenants/permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The unit owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter. The Association is entitled to evict any unapproved occupants and all charges of the eviction will be assessed against the owner's account. The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under subsection 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of chapter 83 if the tenant fails to pay a monetary obligation.

I. Limitations on Ownership. No person shall own, in whole or in part, more than two (2) units. The term "person" shall mean and refer to ownership individually or by an entity in which the person has any interest. No person may mutually or individually own more than two (2) units. Regarding ownership by married couples or other partnered couples, if only one of the partners is listed on the deed to a unit, the spouse or partner may not purchase another unit. No ownership by corporations, businesses, partnerships and trusts, except limited trusts, shall be permitted. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the unit may be used as short-term or transient accommodations for several individuals or families or used as a "perk" for guests of units owned by business entities, religious, or charitable organizations, and the like. In addition, no person or entity may purchase a unit by using a "straw" purchaser to circumvent the intentions of this paragraph. Any unit owner or owners who own more than two (2) units as of the effective date of this amendment shall be grandfathered in but may not purchase any other units.

J. Application Form and Application Fee. The Association is vested with the authority to prescribe an application form for approval of a proposed sale, lease, lease renewal or other transfer of occupancy of a unit, per applicant, including married couples, who shall be deemed one applicant for fee purposes. The application form may require specific personal, social, financial, and other data relating to the intended tenant(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended applicant(s), and occupants within the time limits extended to the Association for that purpose as

set forth in this Article. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer. The Association can charge the maximum amount for the application form as allowed per law, as amended from time to time. An application for approval shall not be deemed complete, and the time frame for approval shall not begin, until the required application fee is received.

K. The Board of Directors may obtain a criminal background check and credit check on prospective tenants and occupants and has the power to promulgate new Rules and Regulations regarding screening standards from time to time. All applications will require that proof of age of each applicant be included. No individual rooms may be rented and no transient tenants accommodated. The Board of Directors may, in its sole discretion and judgment, waive or amend any documentary requirement based upon jurisdictional availability or non-availability as applicable, provided in the Board's sole judgment and discretion that such waiver or amendment will not unreasonably impair "meaningful review" and/or "informed consideration" of the application and applicant(s). It is acknowledged that in certain situations and circumstances, it may be difficult and/or cost-prohibitive for the Association to obtain information sufficient to allow the Board to meaningfully review a proposed transaction or occupancy. In such circumstances, the Board is authorized to require an applicant to provide such information from a source deemed reliable in the sole discretion of the Board, at the applicant's own expense. Such information may include, but may not be limited to international background checks. Notwithstanding the foregoing, in the event that despite a good faith effort by the Association, the applicant(s) fail to respond to the Association's reasonable request for additional information and/or fail to timely provide reasonably sufficient information, documentation and/or timely responses to the Association sufficient for the Board to make a "meaningful review" and/or "informed consideration" of the application or any applicant, the application shall be deemed disapproved for good cause.

L. Deposits. The Association shall have the right to require of all tenants that have annual leases, that they deposit in escrow with the Association an amount that the Board determines from time to time that is not more than one (1) month's rent, or such greater amount allowed by law from time to time, which may be used by the Association to repair any damage to the common elements or property owned by the Association resulting from acts or omissions of tenants or their family members, guests, invitees or licensees (as determined in the sole discretion of the Board). For seasonal leases (which are leases for six (6) months or less), the tenants must deposit in escrow with the Association the amount of One Thousand Dollars (\$1,000.00). The Board can promulgate an amount from time to time for deposits as long as it complies with the legal amount per law. These funds will be placed in a separate Escrow Account as specified by the State of Florida. All of these funds will be returned to the owner/renter, along with the state mandated interest accrued during the period in which the funds are held, in the event no damage or incident occurs which results in repairs that were caused as result of negligence or intentional acts at the end of the rental period. All tenants/renters must be provided a complete copy of the Association Rules and Regulations at the time of application. owners will be held responsible for any and all violations by the tenant/renter. A new deposit is required for each lease and when the lease expires and the lessee renews. Regardless of whether or not expressed in the applicable lease, all unit owners shall be jointly and severally liable with their tenants to the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence or intentional act or omission

of the tenant or their family member, guest, invitee or licensee, or for the acts and omissions of the tenant(s) or their family member, guest, invitee or invitee or licensee, which constitute a violation of, or non-compliance with, the provisions of the Declaration or of any of the Rules and Regulations of the Association.

ARTICLE XV.  
RIGHTS OF HEIRS AND DEVISEES  
OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his or her parcel shall pass to his or her surviving spouse or to any member of his or her family regularly in residence with him or her in the condominium parcel prior to his or her death, then such successor in title shall fully succeed to the ownership, rights, duties and obligation of the unit owner, the provisions of Article XIV of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or person's taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his or her intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, which purchaser may be the Association. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to such purchaser.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his or her death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a Condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

ARTICLE XVI.  
ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by the Condominium law, this Declaration and the Bylaws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the Condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm, flood (to the extent available under the National Flood Insurance Program), and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance and directors' and officers' liability insurance, legal and accounting fees, management fees, operating expenses of the property and the Condominium Association, maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual Condominium parcel concerned), charges for utility and water used as common for the benefit of the Condominium; cleaning and janitor service for the common elements and limited common elements, expenses and liabilities incurred by the Condominium Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members, and the Condominium property – (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Directors of the Association to be common expenses from time to time, common expenses shall also include maintenance of the swale area located between the Condominium property and the roadways (Presidential Way and Congress Avenue). Said swale area common expenses shall include but not be limited to maintenance of lawn and foliage located on said swale area and the providing of sufficient water and the maintenance of the sprinkler system located thereon to service said area. In addition, common expenses shall include any and all expenses which would ordinarily be chargeable to The Lands of the President Condominium Eight-B Association, Inc. by virtue of its ownership of the undivided one-fourth (1/4th) fee interest in and to the recreational land described in Article V hereof until such time as the condominium regime of The Lands of the President Condominium Eight-B is created by the placing of record of a Declaration of Condominium for said condominium in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXVI, hereof. Common expenses shall also include any and all other sums due from the Association under any lease contract or undertaking for recreational facilities provided for in Article XXVII.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions of shares set forth in Paragraph B of Article VIII hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be

fixed by the Board of Directors, except that assessments shall be payable no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the current operating expenses and for all of the unpaid operating expenses previously incurred.

D. Should the Association through its directors at any time determine that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the rate of eighteen percent (18%) or at the highest rate allowed by law. In addition, any installment not paid on or before ten (10) days from the date same is due and payable shall be subject to a late fee in the maximum amount permitted by the Condominium Act, as same may be amended from time to time. The Association can charge an administrative late fee of up to the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each delinquent installment for which the payment is late. Any payment received by an association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

F. A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. For the purposes of this paragraph, the term "previous owner" does not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A present unit owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

1. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

(a) The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the

Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

2. An association, or its successor or assignee, that acquires title to a unit through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the Association's acquisition of title in favor of any other association, as defined in section 718.103, Florida Statutes, or section 720.301(9), Florida Statutes, which holds a superior lien interest on the unit.

3. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

4. For purposes of this subsection, the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

## ARTICLE XVII.

### LIEN OF THE ASSOCIATION

The Condominium Association shall have a lien on each Condominium parcel for any unpaid assessment, and interest thereon against the unit owner of such condominium parcel, as provided in the Condominium Act. The lien of the Association shall secure all delinquent assessments and other charges due at the time the claim of lien is filed, as well as all assessments and other charges coming due until the date the claim of lien is satisfied or a certificate of title is issued pursuant to a foreclosure of the claim of lien, together with interest, late charges, costs and attorneys' fees. As to first mortgagees of record, said lien shall be effective from the date upon which a claim of lien is recorded in the Public Records of Palm Beach County, Florida. As against all other interests in the unit, said lien shall be effective from and shall relate back to the date of recording of the Declaration of Condominium for this Condominium or such later date as shall be required by law, but in no event later than the effective date of this amendment to the Declaration of Condominium.

However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the condominium parcel is located. Nothing in this subsection shall be construed to bestow upon any lien, mortgage, or certified judgment of record on April 1, 1992, including the lien for unpaid assessments created herein, a priority which, by law, the lien, mortgage, or judgment did not have before that date.

To be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. The lien is not effective one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period is automatically extended for any

length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, administrative late fees, and all reasonable costs and attorney fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

If an association sends out an invoice for assessments or a unit's statement of the account described in section 718.111(12)(a)11.c., the invoice for assessments or the unit's statement of account must be delivered to the unit owner by first-class United States mail or by electronic transmission to the unit owner's e-mail address maintained in the Association's official records.

Before changing the method of delivery for an invoice for assessments or the statement of the account, the Association must deliver a written notice of such change to each unit owner. The written notice must be delivered to the unit owner at least thirty (30) days before the Association sends the invoice for assessments or the statement of the account by the new delivery method. The notice must be sent by first-class United States mail to the unit owner at his or her last address as reflected in the Association's records and, if such address is not the unit address, must be sent by first-class United States mail to the unit address. Notice is deemed to have been delivered upon mailing as required by this paragraph.

The Association may not require payment of attorney fees related to a past due assessment without first delivering a written notice of late assessment to the unit owner which specifies the amount owed the Association and provides the unit owner an opportunity to pay the amount owed without the assessment of attorney fees. The notice of late assessment must be sent by first-class United States mail to the unit owner at his or her last address as reflected in the Association's records and, if such address is not the unit address, must also be sent by first-class United States mail to the unit address. Notice is deemed to have been delivered upon mailing as required by this subsection. A rebuttable presumption that an association mailed a notice in accordance with this subsection is established if a Board member, officer, or agent of the Association, or a manager licensed under part VIII of chapter 468, provides a sworn affidavit attesting to such mailing.

ARTICLE XVIII.  
PROVISIONS RE TAXATION

Ad valorem taxes, benefit taxes, and special assessments by taxing authorities shall be assessed against the condominium parcels and not upon the condominium property as a whole. No ad valorem tax, benefit tax, or special assessment, including those made by special districts, drainage districts, or water management districts, may be separately assessed against recreational facilities or other common elements if such facilities or common elements are owned by the condominium association or are owned jointly by the owners of the condominium parcels. Each condominium parcel shall be separately assessed for ad valorem taxes and special assessments as a single parcel. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon the condominium parcel assessed and upon no other portion of the condominium property.

All provisions of a declaration relating to a condominium parcel which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or master's deed, upon foreclosure of an assessment, a certificate or lien, a tax deed, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee of the title immediately prior to the delivery of the tax deed, master's deed, or clerk's certificate of title as provided in section 197.573, Florida Statutes.

In addition, it is likely that property taxes and/or special assessments may be separately assessed against the undivided one-fourth (1/4th) fee interest in and to the recreational land and improvements referred to in Article V hereof simultaneously herewith conveyed to The Lands of the President Condominium Eight-B Association, Inc. In such case, the tax bill and/or assessment shall also be apportioned against each parcel according to the Schedule of Common Expenses contained in Schedule B of Exhibit #2 and shall be treated as a part of the common expenses of the Condominium until such time as the Declaration of Condominium of The Lands of the President Condominium Eight-B is placed of record in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXVI hereof.

## ARTICLE XIX.

### MAINTENANCE AND REPAIRS

A. The owner of each Condominium unit at his or her own expense shall be responsible for interior pest control for their unit and maintain, repair and replace all portions of his or her unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment, including compressors for his or her unit located within a unit or on the common elements, including hot water heaters, electrical panels/boxes, electrical wiring, electrical outlets, appliances, electrical fixtures, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, air conditioning units, refrigeration and electrical lines, ducts, and must promptly correct any condition which would, if left uncorrected, cause any damage, including water damage from leaks originating from their unit, to another unit or to any portion of the common elements, and shall be responsible for any damages caused by his or her willful, careless or negligent failure to act. Any pipe in the wall of the unit that services only that unit is the responsibility of the owner. Furthermore, the owner of each unit shall, at his or her own expense, maintain, repair and replace, including but not limited to pressure washing of floor covering and patio (if needed), painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached terraces, balconies or porches), and such owner shall at his or her own expense maintain, repair and replace when necessary all screening within or in a unit (including its attached terraces, balconies or porches), within or in the perimeter walls of a unit (including its attached terraces, balconies or porches), and all windows, including plate glass in windows, in the perimeter walls of the unit (including its terraces, balconies or porches), including sliding glass doors, screens and other exterior doors, as well as all framing, tracks and operating mechanisms related thereto. Any changes to any exterior items, included but not limited to frames, requires prior Board approval. Each owner is responsible for maintaining his or her own screen frames and supports as specified and approved by the Board of Directors and management company. The Association is responsible for caulking windows only at the time the buildings are painted but the owner is responsible for caulking their windows in the interim and other times when there is no painting. The Association will inspect and repair damaged caulking at the time all buildings are painted, which will generally be every ten (10) years. The Board can promulgate rules and regulations regarding caulking from time to time. Each owner is responsible for cleaning and washing their own windows. The Association will be responsible for washing rear windows only during the time the building is painted.

B. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of the Association. With regard to exterior doors (excluding sliding glass doors), the Association shall be responsible for maintenance of the exterior surface only. The Association shall be responsible for the painting of the slab or floor covering and sealing of the floor covering on the patios and balcony. The Association shall be responsible for exterior pest control and tenting in the event of termites.

C. Notwithstanding the conveyance by the Developer of an undivided one-fourth (1/4th) fee interest in and to the recreational land and improvements described in Article V hereof to The Lands of the President Condominium Eight-B Association, Inc., the Association shall be responsible for and see to the maintenance of the entire recreational land until such time as the Declaration of Condominium of The Lands of the President Condominium Eight-B is placed of record in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXVI hereof. The Association shall have all powers necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of the Association.

## ARTICLE XX.

### ALTERATION OF UNITS

No owner of a Condominium unit shall make or cause to be made any structural modifications or alterations in his or her unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein without the prior consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. A modification or alteration shall be considered structural if it requires piercing through or work behind or beneath the surface of any interior floor, wall or ceiling within the unit. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same, if the same is not a load bearing partition, and if the same does not interfere with any common utility source and the owner provides proper permits. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including painting, installation of electric wires, TV antennae or air conditioning units which may protrude through walls or roof of building or in any manner change the appearance of the exterior of the building or any portion not within the unit, without consent of the Association. No unit owners, nor any other person, shall install upon the roof, or exterior of the apartment building upon the Condominium property, nor upon the common elements, nor upon the limited common elements of the Condominium any TV antennae, radio antennae, electric, electronic or electro-mechanical device without the consent of the Association. The Board of Directors is specifically authorized to adopt and amend rules and regulations regarding the procedures for the installation of any decorative surfaces on the balcony, including, but not limited to, flooring surfaces and decorative surfaces. No tile or carpet is permitted on the balcony and only a concrete base with the proper waterproofing and base coat and color which the Board determines from time to time. Existing units that already have carpet and tile prior to this amendment being recorded are grandfathered in. Any replacement of floor tile or new application of floor tile requires soundproofing material to be applied to the concrete base floor prior to any floor tile being applied. This requirement of soundproofing material is for all Units and the only exception is for Units located on the ground floor of each building. No storage sheds of any type are allowed on patios/balconies. Board approval is required to paint the floor and walls of the patio and balcony. Any new flooring surfaces of any kind, be it carpet or tile, is strictly prohibited. Any exception requires written prior Board approval. If removal of tile is required due to an Owner's non-compliance, it may result in fines and/or the tile being removed at the Owner's expense.

The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. The Board can act as the architectural review Board or the Board can appoint an Architectural Review Committee. Neither the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by submission of same, and any owner, by acquiring title to same, agrees not to seek damages from the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each owner (including the successors and assigns) agrees to indemnify and hold the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

## ARTICLE XXI.

### ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, provided each such alteration, improvement or addition does not cost more than 2% of the annual budget then in effect, including reserves, for the Association, with the approval of the Board of Directors. Alterations costing in excess of the foregoing percentage shall be approved in accordance with the following provisions:

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days nor more than thirty (30) days notice.

B. A vote of two-thirds (2/3rds) of all the unit owners in favor of the proposal in person or by proxy shall be required to approve and adopt it.

C. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense, but each unit owner shall bear that portion or share of such cost as is the same as the share of the common elements appurtenant to his unit, as such shares are set forth in Paragraph A of Article VIII of this Declaration. In the event such alteration, improvement or addition is to the recreational land and/or improvements referred to in Article V and Article XXVI hereof prior to the date of recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, then and in that event, the entire burden of the cost of such

alterations, improvements and/or additions shall be assessed and collected as a common expense of The Lands of the President Condominium Eight-A.

D. Following the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as more fully set forth in Article XXVI, hereof, no substantial and/or material alterations, improvements and/or additions to the recreational land referred to in Article V and Article XXVI hereof shall be made except in accordance with the following:

1. Each Association, to wit: The Lands of the President Condominium Eight-A Association, Inc. and The Lands of The President Condominium Eight-B Association, Inc., shall call a special meeting of all of the unit owners for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days nor more than thirty (30) days notice.

2. A vote of two-thirds (2/3rds) of all the unit owners in each condominium in favor of the proposal in person or by proxy shall be required to approve and adopt it.

3. The cost of such alteration, improvement and/or addition shall be assessed and collected as a common expense, and each unit owner of The Lands of the President Condominium Eight-A shall bear that portion of the cost as equals his share of the common elements attributable to said recreational land and facilities. By way of example and not of limitation, the owner of Unit 28-101 shall be assessed and shall pay as a common expense .8929% of 75% of the cost of such substantial alteration, improvement and/or addition to the recreational land and/or facilities. The balance of the cost of such alteration, improvement and/or addition shall be borne by The Lands of the President Condominium Eight-B.

## ARTICLE XXII.

### LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VIII, Paragraph B, of this Declaration. For the purpose of property and casualty insurance risk classification, condominiums shall be classed as residential property. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his or her own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. Unit owners shall insure their property

with personal property and liability insurance including H06 insurance, to afford protection against loss or damage by fire and other hazards contemplated within standard extended coverage endorsements, as well as coverage for wind storm, vandalism, malicious mischief and other liability. All improvements shall be insured in an amount equal to the maximum insurable replacement value, and all policies shall name the Association as an additional insured as its interests may appear. Unit Owners with no insurance, who cause damage, be it water damage or otherwise to their Unit as well as other Units, will be required to replace and repair damage to their Unit and other Units affected. Failure to do so will result in the Association performing the replacement and repairs and a lien will be placed on the Unit causing the damages. Foreclosure may result in the event that the Unit Owner does not reimburse the Association for one hundred percent (100%) of the expenses incurred by the Association.

## ARTICLE XXIII.

### PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, AND RECONSTRUCTION

**A. Purchase of Insurance.** The Board of Directors of the Association shall keep insured the condominium property, including the entire buildings erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier, if such insurance is available, against (1) loss or damage by fire and hazards covered by a standard coverage endorsement and (2) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the Condominium land, including, but not limited to federal flood hazard insurance under the National Flood Insurance Program in the event said insurance is available for the condominium. The foregoing shall not be construed to require the Association to carry insurance coverage for unit floor coverings, wall coverings and ceiling coverings, nor shall the Association be obligated to provide coverage for electrical fixtures, appliances, air conditioning or heating equipment, hot water heaters or built-in cabinets located within the units.

**B. Assured and Loss Payable.** All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses of any amount shall be paid to the Association. The Board of Directors shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Board of Directors shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence.

**C. Payment of Premiums: Expenses and Collections.** The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible

for casualty insurance premiums and all fees and expenses in the same manner as all other assessments.

**D. Mandatory Repair.** Unless there occurs substantial damage to or destruction of all or a substantial part of the Condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares set forth in Paragraph A of Article VIII hereof. In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition.

**E. Determination of Damage and Use of Proceeds.**

1. Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the percentages set forth in Paragraph A of Article VIII of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Paragraph A of Article VIII of this Declaration; except as provided for in Paragraph I below.

2. Unless there occurs substantial damage to or destruction of all, or a substantial portion of the condominium property, and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Association shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Association in trust for the use and purposes herein provided. The Association shall have the obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished.

**F. Total Destruction.** As used in this Declaration, and in any other connection or context dealing with this Condominium, “substantial damage to or destruction to any or all the Condominium property” shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3rds) or more of all condominium units are, or have been, rendered untenable by casualty loss or damage; and/or,

2. If two-thirds (2/3rds) or more of all the condominium units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete apartment building within the Condominium, that three-fourths (3/4ths) or more of the condominium units in such discrete and separate apartment building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium property with respect to the entire Condominium, the Condominium properties shall not be reconstructed unless two-thirds (2/3rds) of all the unit owners shall agree thereto, in writing, within one hundred twenty (120) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in sub-paragraph 1, above, but with respect to one or more apartment buildings be at least that degree with respect to each of such buildings described in sub-paragraph 2 above, then each apartment building experiencing such degree (sub-paragraph 2) of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4ths) of the unit owners owning units in such apartment building so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Association is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear, in accordance with the provisions of Paragraph I, below, and the Condominium property shall to the extent provided for in Paragraph I, below, be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of Paragraph I, below. The determination not to reconstruct after casualty shall be evidenced by certificate, signed by one (1) of the officers of the Association, stating that the said one hundred twenty (120) day period elapsed and that the Association has not received the necessary writings from two-thirds (2/3rds) of the unit owners, or in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (3/4ths) of the unit owners residing in each of the separate and discrete apartment buildings which have experienced the degree of damage mentioned in sub-paragraph 2 above.

**G. Rights of Mortgagees.** If any first mortgagee of any Condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Association, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property. A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Association as the depository of these funds and may determine the provisions of the escrow, but only one (1) such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than on-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due, per month. Any

mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

**H. Association as Agent.** The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association and to execute releases thereof.

**I. Repair and Reconstruction.** The provisions in Paragraphs D, E and F above, to the contrary notwithstanding, each separate and distinct apartment building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only apartment building in the Condominium to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such apartment building shall be first used for the reconstruction and repair of that building, to the extent that proceeds are sufficient; and in the event that such proceeds are not sufficient, the Condominium unit owners in that building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction, or repair, as contemplated by Paragraph D, above. For the purpose of this Paragraph I, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements, as set forth in Schedule A of Exhibit #2 attached hereto, divided by the sum total of the shares of the common elements attributable to all the Condominium units in that building, as set forth in Schedule A of Exhibit #2. The relative, proportion thus established with respect to each Condominium unit in an apartment building is hereinafter referred to as the "relative common elements per building".

2. If under the provisions of Paragraph E 1 above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate apartment building related to the common elements and limited common elements; then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular apartment building which has suffered casualty loss and damage; and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that apartment building suffering such casualty loss or damage, in proportion to the

relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph I 1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete apartment building, then the Board of Directors shall reasonably ascertain what portion if any of that excess is fairly attributable to the entire Condominium, and that portion shall be distributed or applied to the unit owners and their mortgagees as their interest may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds, shall be distributed and paid over to the unit owners and their mortgagees as their interest may appear in the separate and discrete apartment building suffering such damage or loss, in proportion to those unit owners' shares or the relative common elements per building calculated in accordance with the provisions in sub-paragraph 1 above.

4. In the event that there shall occur to a separate and discrete apartment building the degree of damage or destruction described in sub-paragraph F 2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction, or loss as set forth in sub-paragraph F 1 above, and an apartment building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that building only, and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraisers shall determine the fair value of all the Condominium properties (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed apartment building, as follows:

b. The total of the relative common elements per building attributable to units in the apartment building so destroyed or damaged shall be multiplied by the fair value of all the Condominium property as established by the Board of Directors, and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction to the said apartment building. That difference plus the total amount of insurance proceeds attributable to said loss shall be deemed the total purchase price for the Condominium units in the said destroyed or damaged building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with the law. If the Condominium shall elect not to terminate in accordance with the law, then the Condominium Association shall purchase the Condominium units in the destroyed or damaged building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each unit owner receiving that portion of the said total purchase price as is proportionate to his or

her unit's share of the relative common elements per building, that portion being the purchase price for his or her unit. The purchase price for each such unit shall be paid to each of said unit owners and his or her mortgagee as their interests may appear as follows:

Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the apartment building so damaged or destroyed, shall be set aside and the balance paid over to the Condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments, commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

c. The Condominium Association, upon the acquisition of the title to the units and interests of the unit owners in the damaged or destroyed building shall have the option of either:

(1) Terminating the Condominium Regime with respect to the destroyed or damaged building and making the site thereof a common element of the Condominium; or,

(2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3rds) of the Condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

d. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed building, a certificate shall be filed among the public records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium property the destroyed and/or damaged building, as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged building, among the remaining unit owners in the proportions that their shares of the common elements as set forth in Schedule A of Exhibit #2 hereof, bear to one another; such that upon completion of such redistribution, one-hundred percent (100%) of the common elements will have been distributed among the remaining Condominium unit owners and the Condominium units not contained in the damaged or destroyed building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed building, among the remaining units in the proportions that their shares of the common expenses and common surplus as set forth in Schedule B of Exhibit #2 to this Declaration of Condominium, bear to one another, such that upon completion of such redistribution, one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining Condominium units not contained in the damaged or destroyed building.

**J. Application of this Article XXIII.** The provisions of this Article XXIII shall fully apply to the entire Condominium property including but not limited to the undivided three-fourth (3/4th) interest in and to the recreational land and its improvements as described in Article V hereof, except to the extent that said provisions are modified or rendered inapplicable as they affect said recreational land pursuant to Paragraph C of Article XXVI hereof.

## ARTICLE XXIV.

### MORTGAGES

An owner who mortgages his or her condominium parcel must notify the Association of the name and address of his or her mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees on condominium parcels. If an owner mortgages his or her condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the condominium unit without the written authorization of the mortgagee. The Association shall, at the request of the mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

## ARTICLE XXV.

### ASSOCIATION'S UNITS, RIGHTS AND PRIVILEGES

The provisions of Article XIV hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Association. The Association reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser, tenant or lessee approved by it, subject, however, to the use restrictions.

ARTICLE XXVI.  
RECREATIONAL FACILITIES

Submitted herewith to Condominium ownership is an undivided three-fourth (3/4th) interest in and to that certain recreational land referred to in Article V and Exhibit #4 hereof and more particularly described as follows:

Commencing at the Southeast corner of Lot 5, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the easterly line of said Lot 5, North 49°48'09" West 123.16 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 37.57 feet; thence North 88°52'52" West 138.09 feet, thence South 1°11'51" West 91.34 feet to a point on a curve from which the radius point bears South 7°20'24" West 397.0 feet; thence Southeasterly along the arc of said curve 103.81 feet through a central angle of 14°58'54", thence North 37°04'33" East 113.75 feet to the Point of Beginning,

SUBJECT TO: Restrictions, limitations, easements, reservations of record and applicable zoning ordinances, laws and regulations,

SUBJECT ALSO TO: Those certain easements for utilities and other purposes as set forth on Page 2 of Exhibit #4 to this Declaration of Condominium, if any,

said land being improved with a swimming pool and pool building, together with other improvements thereon. The Developer, in anticipation of development, construction and creation of the Condominium regime of The Lands of the President Condominium Eight-B upon that certain property shown on page 2 of Exhibit #1 as Parcel B (not included) and being described as follows:

Commencing at the Southeast corner of Lot 4, Plat II, THE PRESIDENT COUNTRY CLUB, as recorded in Plat Book 29, pages 113 and 114, Public Records of Palm Beach County, Florida; run thence along the Northeast line of said Lot 4, North 49°48'09" West 232.78 feet to the Point of Beginning; thence continue along said lot line North 49°48'09" West 268.43 feet; thence South 57°42'00" West 109.74 feet to a point on a curve from which the radius point bears South 53°20'56" West 397.00 feet; thence Northwesterly along the arc of said

curve 71.97 feet through a central angle of 10°23'10"; thence along a radial line of said Curve South 42°57'28" West 67.00 feet to the Northerly line of a public right of way 60.0 feet wide known as Presidential Way, being also a point on a curve from which the radius point bears South 42°57'28" West 330.00 feet; thence Southeasterly along the arc of said curve 84.91 feet, through a central angle of 14°44'32" to the tangent point; thence along the tangent line South 32°18'00" East 225.88 feet; thence North 57°42'00" East 256.33 feet to the Point of Beginning,

has conveyed the remaining one-fourth (1/4th) fee interest in and to the said recreational land and facilities to The Lands of the President Condominium Eight-B Association, Inc., the Association created for the purpose of operating, maintaining and managing the said proposed Lands of the President Condominium Eight-B. Developer covenants that the Condominium regime of The Lands of the President Condominium Eight-B as created and developed by Developer hereunder shall contain no more than thirty-five (35) Condominium parcels (units), the owners of which shall have the privilege of use and enjoyment of the recreational land and facilities set forth herein. Nothing herein contained shall be deemed to require Developer to construct, develop or otherwise create the Condominium regime of The Lands of the President Condominium Eight-B.

**A. Use Privileges:** The unit owners of The Lands of the President Condominium Eight-A, their families, tenants, visitors, licensees and guests shall have the exclusive privilege of use and enjoyment of said recreational facilities set forth in this Article XXVI until such time as Developer, its successors or assigns, place among the Public Records of Palm Beach County, Florida, a Declaration of Condominium creating the Condominium regime of The Lands of the President Condominium Eight-B. Upon the recordation of the Declaration of Condominium for The Lands of the President Condominium Eight-B, the unit owners of The Lands of the President Condominium Eight-A and the unit owners of The Lands of the President Condominium Eight-B shall have the exclusive privilege of use and enjoyment of the said recreational facilities.

**B. Maintenance of Recreational Land and Facilities:** During the period of time that the unit owners of The Lands of The President Condominium Eight-A have the exclusive privilege of the use and enjoyment of the recreational land and facilities referred to in this Article XXVI, said unit owners shall bear the entire cost of the maintenance of said recreational land and facilities, said maintenance expenses being and are hereby designated as common expenses of the condominium during said period. The said expenses shall include but not be limited to real estate taxes (whether or not said taxes are imposed by virtue of assessments upon Condominium parcels [units] or otherwise); the operation, maintenance and management of the property; insurance policies for fire, windstorm, flood (to the extent available under the National Flood Hazard Insurance program) and extended coverage insurance on the real property and personal property contained therein; personal and public liability insurance; legal and accounting fees, management fees; operating expenses of the property; maintenance, repairs and replacements; charges for utility services and water used for said recreational facilities; cleaning services for said facilities; pool maintenance expense; and liability incurred by the Condominium Association in and about the enforcement of those rights and duties against the members of units regarding the use of said

facilities and the creation of reasonable contingencies or reserve requirements for the protection of the members of the Association and other expenses declared by the Directors of the Association to be necessary and proper for the maintenance, management and operation of the said recreational facilities.

On the first day of the month next succeeding the month of the recording of the Declaration of Condominium for The Lands of the President Condominium Eight-B and thereafter, the obligation of maintenance for the recreational land and facilities shall be divided between the unit owners of the two Condominiums based upon percentage ownership of said recreational facilities. The unit owners of The Lands of the President Condominium Eight-A shall thereafter bear the cost of maintenance of seventy-five (75%) percent of said recreational land and facilities (which shall then be deemed common expenses of the Condominium) and unit owners of The Lands of the President Condominium Eight-B shall bear the cost of maintenance of twenty-five (25%) percent of said recreational land and facilities (which shall then be deemed common expenses of The Lands of the President Condominium Eight-B).

**C. Casualty Insurance for Recreational Land and Facilities:** The recreational land and facilities, including the pool, pool building, fixtures and personal property contained thereon, shall be separately insured by and on behalf of and for the interest of the Associations, all unit owners and their mortgagees as their interest may appear as hereinafter stated, against (1) loss or damage by fire as evidenced by a standard coverage endorsement, and (2) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings and facilities similar in construction, location and use to those erected upon the recreational land and under the same terms, conditions and provisions as set forth in Article XXIII hereof, except as otherwise set forth herein as follows:

1. Prior to the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Association of The Lands of the President Condominium Eight-A shall keep insured the entire recreational land and facilities. Said insurance shall be in and for the interest of the Association, all unit owners and their mortgagees as their interest may appear to the extent of the interest of said Condominium in the said recreational land and facilities, to-wit: seventy-five (75%) percent. In addition, said insurance shall insure The Lands of the President Condominium Eight-B Association, Inc. to the extent of its interest in the said recreational land and facilities, to wit: twenty-five (25%) percent. Notwithstanding the terms hereof, in the event there occurs damage to the recreational property, all sums derived through insurance as provided hereunder shall be used for the repair and replacement of said facilities, (which shall be mandatory except in the case of the termination of the Condominium regime pursuant to Article XXIII, hereof) and any surplus thereof shall be paid to the unit owners of The Lands of the President Condominium Eight-A in accordance with their interest as set forth in Schedule A of Exhibit #2, hereof entitled "Ownership of Common Elements".

Should there occur in addition to damage to the recreational land, substantial damage to or destruction of all or a substantial part of the Condominium property with respect to the entire Condominium and as a result thereof the Condominium regime of The Lands of the President Condominium Eight-A is terminated in accordance with Article XXIII hereof, then and in that event, twenty-five (25%) of the proceeds derived from insurance hereunder shall be paid to

The Lands of the President Condominium Eight-B Association, Inc., said sum representing the percentage interest of said Condominium Association in and to the insurance coverage.

2. Subsequent to recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Board of Directors of the Association of The Lands of the President Condominium Eight-A Association, Inc. and the Board of Directors of The Lands of the President Condominium Eight-B Association, Inc. shall keep insured the recreational land and facilities referred to herein. Said insurance shall be in and for the interest of the Associations, all unit owners in both condominiums and their mortgagees as their interest may appear. Seventy-five (75%) percent of said insurance shall be attributable to The Lands of the President Condominium Eight-A Association, Inc., its unit owners and their mortgagees as their interest may appear; and twenty-five (25%) percent of said insurance shall be attributable to The Lands of the President Condominium Eight-B Association, Inc., its unit owners and their mortgagees as their interest may appear. In the event of damage or destruction to the recreational property, all sums derived from said insurance shall be first applied to the replacement and repair of said recreational property (which shall be mandatory except in the case of termination of both Condominium regimes). Any surplus from said insurance proceeds shall be divided in accordance with the interest of the two Condominiums to wit: seventy-five (75%) percent for The Lands of the President Condominium Eight-A and the balance in the amount of twenty-five (25%) percent to The Lands of the President Condominium Eight-B. In the event that there should occur such substantial damage to or destruction of either (but not both) Condominium and, in addition, damage or destruction to the recreational land and/or facilities, all sums derived from insurance pursuant to the insurance coverage of the recreational property, shall first go to the reconstruction and/or repair of the recreational lands and facilities referred to herein. In the event that either (but not both) of the regimes of said Condominiums shall be terminated by virtue of substantial damage or destruction of all or a substantial part of either Condominium, and there is insufficient proceeds from insurance to replace or repair the recreational facilities, then and in that event, the surviving Condominium shall assess each unit owner in accordance with his percentage ownership of common elements (which in the case of The Lands of the President Condominium Eight-A is set forth in Schedule A of Exhibit #2, hereof), for the difference between the insurance proceeds and the cost of replacement. In the event that there shall occur in addition to damage to the recreational property, substantial damage to all or a substantial part of the Condominium property of both Condominiums and the Condominium regime of both Condominiums is terminated, then and in that event, the insurance proceeds for the said recreational land and facilities shall be divided between the two Condominiums, their unit owners and their mortgagees as their interest may appear on the basis of seventy-five (75%) percent to The Lands of the President Condominium Eight-A and twenty-five (25%) percent to The Lands of the President Condominium Eight-B.

**D. Termination of Condominium Regime:** In the event the Condominium regime of The Lands of the President Condominium Eight-A is terminated for any reason, the Association of said Condominium shall, in conjunction with the Association of The Lands of the President Condominium Eight-B take such steps as are reasonable and necessary to transfer and convey the undivided three-fourth (3/4th) interest in and to said recreational land to The Lands of the President Condominium Eight-B Association, Inc., free and clear of encumbrances affecting title to the said property. The purchase price for said property shall be seventy-five (75%) percent of the fair market value of the entire recreational property. The purchase price as then agreed to shall be

subject to the approval of all First Mortgagees holding mortgages encumbering any Condominium parcel (unit) in The Lands of the President Condominium Eight-A, and in addition, shall be subject to approval by all unit (apartment) owners of The Lands of the President Condominium Eight-A who are of record at the time of such termination. Upon approval as aforesaid, a Trustee, which shall be any bank or trust company authorized and doing business in Dade, Broward or Palm Beach county, Florida, shall be designated by the Board of Directors of the Association and approved by a majority of the first mortgagees of the units in the Condominium property for the purpose of holding an appropriate fully executed instrument of conveyance pending receipt of the funds in payment of the said property. Upon receipt of said funds, the Trustee shall forthwith place of record said instrument of conveyance and shall distribute the proceeds to each parcel (unit) based upon the interest of the unit owners in the common elements as set forth in Schedule A of Exhibit #2, hereof, entitled "Ownership of Common Elements", in the following order of preference:

1. To the first mortgagees of said Condominium parcels (units).
2. To any secondary lien holders in the order of its secured interest.
3. The owner or owners, as the case may be, of the Condominium parcels (units).

The Trustee hereunder shall be responsible only for monies which come into his or her possession and only for his or her willful misconduct, bad faith and gross negligence. The duties of the Trustee shall be to receive such proceeds as may be paid hereunder and hold the same in trust pursuant to the Trust Agreement between the Association and the Trustee, which shall not be inconsistent with any of the provisions herein set forth.

In the event that subsequent to the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Condominium regime of said Condominium shall be terminated for any reason, the same procedure as above set forth shall be followed in effecting the transfer of the undivided one-fourth (1/4th) fee interest in said recreational land held by The Lands of the President Condominium Eight-B. Each unit owner in The Lands of the President Condominium Eight-A shall be assessed a sum representing his percentage interest in the common elements as set forth in Schedule A of Exhibit #2 for the purchase of the said undivided one-fourth (1/4th) interest. Upon conveyance of said interest to The Lands of the President Condominium Eight-A, the Declaration of Condominium shall be deemed amended to include as a part of the Condominium property the said undivided one-fourth (1/4th) interest.

E. Subsequent to the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Board of Directors of each Association shall approve all rules and regulations applying to the use of the recreational facilities.

F. The Lands of the President Condominium Eight-B Association, Inc. has accepted conveyance of an undivided one-fourth (1/4th) fee interest in and to the recreational property referred to herein and, in addition, has agreed to transfer and convey said interest to The Lands of the President Condominium Eight-A in the event the Declaration of Condominium the Condominium regime for The Lands of the President Condominium Eight-B is not placed of record in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, within ten (10) years after the date of recordation of this Declaration of Condominium, provided that the

Association requests said transfer and conveyance of the said recreational property and provided further that an amendment to the Declaration of Condominium of The Lands of the President Condominium Eight-A is adopted in accordance with Article X hereof, entitled "Amendment to Declaration", approving the transfer and conveyance of said interest to the Condominium Association. Notwithstanding the foregoing, in the event the Declaration of Condominium for The Lands of the President Condominium Eight-B is not placed of record within the period set forth herein and no action is taken by The Lands of the President Condominium Eight-A Association, Inc., as required hereunder, the obligation to maintain the recreational facilities referred to in this Article XXVI shall continue to be the full and complete responsibility of The Lands of the President Condominium Eight-A.

G. The interests set forth in this Declaration of Condominium pertaining to the recreational land and facilities, to wit: the undivided seventy-five (75%) percent interest submitted hereunder to Condominium ownership for The Lands of the President Condominium Eight-A and the undivided twenty-five (25%) percent fee interest simultaneously conveyed to The Lands of the President Condominium Eight-B Association, Inc., shall not be subject to partition.

H. Developer reserved for the use and benefit of The Lands of the President Condominium Eight-B, its Association, to wit: The Lands of the President Condominium Eight-B Association, Inc., its unit (apartment) owners, their tenants, licensees, visitors and guests, to and from the recreational land and facilities set forth herein.

I. Nothing contained in this Declaration of Condominium shall preclude Developer, its successors or assigns, from using Parcel B, as hereinbefore described in this Article XXVI, for such other lawful purposes as it deems fit.

## ARTICLE XXVII.

### ADDITIONAL RECREATIONAL FACILITIES

In addition, the Condominium Association may acquire additional recreational facilities as follows:

A. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of two-thirds (2/3rds) of the Association's members, and subject to the requirements of Paragraph C below, may from time to time acquire and enter into agreements, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph A and Paragraph C below.

B. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXVII, this Article XXVII may not be modified, amended or changed in any regard without the consent in writing of the lessor therein, or the equivalent party, if he be not properly

denominated “lessor”, which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment, with the formalities required for Deeds.

C. The provisions of Paragraph A above notwithstanding, mortgagees holding first mortgages on any unit or units, shall, if they acquire title to such unit or units by foreclosure or deed in lieu of foreclosure, take such units or unit exempt from and free and clear of any of the terms and obligations, and without the use benefits of such agreements entered into under the authority granted in Paragraph A above, to the same extent and effect as if such agreements did not exist, unless such mortgagee, or subsequent owner of such unit taking title through such mortgagee, shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C shall thereafter not apply to such unit or units. The exemption granted in this Paragraph C shall include but not be limited to an exemption from the payment of the pro-rata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements a majority (as defined in Paragraph B of Article XXIII hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C shall not apply to **any** mortgagee or to **any** unit in the Condominium.

#### ARTICLE XXVIII.

#### SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the Bylaws of the Condominium Association or of the Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

## ARTICLE XXIX.

### TERMINATION

The provisions for termination contained in Paragraph F of Article XXIII of this Declaration are in addition to the provisions for voluntary termination provided for by Section 718.117 of the Condominium Act, as amended from time to time. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium. Upon termination the undivided share of the condominium property owned in common by each unit owner shall be the share previously owned by such owner in the common elements, as provided for in Paragraph A of Article VIII hereof. After termination of the Condominium in any manner, the liens upon the Condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

## ARTICLE XXX.

### EASEMENTS FOR ENCROACHMENTS

All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being caused by settlement or movement of the building or other improvements upon the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

**A. Access Easements.** All owners, by accepting title to units conveyed subject to this Declaration of Covenants and Restrictions, waive all Rights of uncontrolled and unlimited access, ingress, and egress to and from such unit and acknowledge and agree that such access, ingress, and egress shall be limited to roads, walkways, paths, sidewalks, and other common areas located within the Property, from time to time for such purposes, provided that pedestrian and vehicular access to and from all units shall be provided at all times. In addition, in the event that an owner is unable to access portions of their unit without crossing or entering a portion of an adjoining unit or common areas, then such owner shall have an easement of access over and upon such adjoining units and/or common areas for the purposes of allowing such owner to (i) install, construct, or establish Improvements to such owner's unit, (ii) repair, maintain, replace, and/or upgrade portions of such owner's unit, and (iii) access the rear of the unit from the front of the unit. Each owner is responsible for any damage caused to the adjoining unit or common areas as a result of such access and is responsible for returning the unit or common areas to the condition which existed prior to such access.

**B. Permits, Licenses and Easements.** The Association shall have the right to grant, modify, amend, and terminate permits, licenses, and easements over, upon, across, under, and through the common areas of the Property (including units) for Telecommunications Systems, utilities, roads, and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each owner shall be deemed to have granted to the Association irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

**C. Appurtenant Easements.** The Association hereby grants to the owner of each residential unit, their guests, lessees, licensees, and invitees as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations promulgated by the Association and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, Florida, a perpetual, nonexclusive easement for ingress and egress over, across, and through, and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other owners of any of the Property, their guests, lessees, licensees, and invitees, provided that such easements shall be subject to such express limitations as may be placed upon the use of any roadway and other rights of way not dedicated to the public located within a portion of the Association.

**D. Ingress and Egress.** To the extent required by Palm Beach County, the Association hereby grants to the owner of each residential unit, and their guests, lessees, licensees, and invitees as an appurtenance to the ownership of such member's residential unit and subject to this Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations promulgated by the Board and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, a perpetual, nonexclusive easement for ingress and egress over, across, and through, and for the use and enjoyment of all Common Properties, except as may be otherwise specifically limited by this Declaration, located within those portions of the Property, such use and enjoyment to be shared in common with the other members of the Association, their guests, lessees, licensees, and invitees.

**E. Service Easement.** The Association hereby grants to delivery, pickup, and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Association, its successor or assigns, to service the Property, and to such other persons as the Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Property, roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, shown on the Plat.

**F. Signage Easements.** The Association hereby reserves to itself, its successors and assigns, and to the Association, a perpetual easement, privilege and right in and over, under, on, and across the property areas running adjacent to the perimeters of the Association necessary for the purpose of erecting, maintaining, and repairing signage for the Association. The term "signage" as used in this section shall include, but not be limited to, signs, planter boxes, landscaping, fountains, and waterfalls.

**G. Streetlight Easements.** Easements for the installation and maintenance of streetlights are hereby granted to the Association within all public or private roads and road rights-of-way and as shown on all recorded plats for the Common Property. Within these easement areas, the Association may install and maintain streetlights and related apparatus as the Association deems necessary or appropriate. The Association and its agents, employees, and contractors shall have access to all units for the purpose of the operation and maintenance of such street light easements. The Association shall have the right to contract for the maintenance of any portion of the streetlight system with an established streetlight maintenance company or with any other party.

**H. Easements for Association.** There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, contractors, and employees, including, but not limited to, any personnel or contractors employed by the Association and any employees of such contractor, to enter upon any unit or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during daylight hours. In the case of any emergency originating in, or threatening the Common Property or any unit, regardless of whether the owner or occupant is present at the time of such an emergency, a member of the Board or Association or any other Person authorized by the Board, may enter the Property or such unit, for the purpose of remedying, or abating, the cause of such an emergency, and such right of entry shall be immediate.

**I. Landscaping Easement.** Easements for the installation and maintenance of sod and other landscaping of swales and other areas are hereby granted to the Association for all public or private roads and road rights-of-way and as shown on all recorded plats for the Property. Within these easement areas, the Association may install and maintain sod and such other landscaping as the Association deems necessary or appropriate.

**J. Maintenance Easement.** There is hereby reserved for the benefit of the Association and its agents, employees, contractors, successors, and assigns, an alienable, transferable and perpetual right and easement to enter upon any unit and upon unimproved portions of any unit for the purpose of mowing, removing, cleaning, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon the Association to perform any such actions, unless expressly required by this Declaration.

**K. Encroachment Easements.** There is hereby reserved a temporary easement for encroachment in the event any improvements upon the Common Property now or hereafter encroaches upon a unit, or if that any unit now or hereafter encroaches upon the Common Property or upon another unit, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists and shall be eliminated once it is extinguished. This easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements. In no event shall an easement for encroachment exist if such encroachment occurred due to willful, voluntary conduct on the part of or with the knowledge and consent of an owner or the Association. It is contemplated that each unit shall contain an improvement with exterior walls, footings, and other protrusions

which may pass over or underneath an adjacent unit. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves, and other protrusions onto an adjacent unit.

**L. Support of Adjacent Structures.** In the event that any structure(s) is constructed so as to be connected in any manner to the buildings, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair, and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Association property (provided that the use of this easement shall not unreasonably interfere with the structure, operation, or use of the Association property).

**M. Creation of Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association's agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the owners hereby designate the Association as their lawful attorney-in-fact to execute any Instrument on such owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited.

**N. Extent of Easements.** The rights and enjoyment of the easements created hereby shall be subject to such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Association from time to time through the Board.

PAGE INTENTIONALLY LEFT BLANK

ARTICLE XXXI.  
MAINTENANCE

In order to provide for the maintenance and upkeep of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A and for the economical discharge of the management and maintenance functions of the common elements and the limited common elements for the benefit of the unit owners, the Condominium Association is authorized to appoint and enter into a contract with any person, firm, corporation or other real estate managing agent to provide for the maintenance, repair and management of the condominium property. However, any contract, agreement or undertaking between the Condominium Association shall conform to the requirements of law applying thereto and without limiting the generality of the foregoing, shall contain provisions of termination as provided by law when required by law. Any such managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors as provided for in law and in the Bylaws of the Condominium Association and in accordance therewith. The terms of the said contract with any managing agent shall conform to the requirements of the Bylaws of the Association in all regards.

Subsequent to the recordation of the Declaration of Condominium of The Lands of the President Condominium Eight-B, the Association shall provide for the maintenance of the recreational property referred to in Article V and Article XXVI, hereof, in cooperation with the Association of said Condominium so that the management and maintenance of said property shall be handled in a unified manner.

1. Pursuant to Florida Statute Section 718.3025 (1), no written contract between a party contracting to provide maintenance or management services and an association which contract provides for operation, maintenance, or management of a condominium association or property serving the unit owners of a condominium shall be valid or enforceable unless the contract:

(a) Specifies the services, obligations, and responsibilities of the party contracting to provide maintenance or management services to the unit owners.

(b) Specifies those costs incurred in the performance of those services, obligations, or responsibilities which are to be reimbursed by the Association to the party contracting to provide maintenance or management services.

(c) Provides an indication of how often each service, obligation, or responsibility is to be performed, whether stated for each service, obligation, or responsibility or in categories thereof.

(d) Specifies a minimum number of personnel to be employed by the party contracting to provide maintenance or management services for the purpose of providing service to the Association.

(e) Discloses any financial or ownership interest a Board member or any party providing maintenance or management services to the Association holds with the contracting party.

2. In any case in which the party contracting to provide maintenance or management services fails to provide such services in accordance with the contract, the Association is authorized to procure such services from some other party and shall be entitled to collect any fees or charges paid for service performed by another party from the party contracting to provide maintenance or management services.

3. Any services or obligations not stated on the face of the contract shall be unenforceable.

4. Notwithstanding the fact that certain vendors contract with associations to maintain equipment or property which is made available to serve unit owners, it is the intent of the Legislature that this section applies to contracts for maintenance or management services for which the Association pays compensation. This section does not apply to contracts for services or property made available for the convenience of unit owners by lessees or licensees of the Association, such as coin-operated laundry, food, soft drink, or telephone vendors; cable television operators; retail store operators; businesses; restaurants; or similar vendors.

5. A party contracting to provide maintenance or management services to an association managing a residential condominium after transfer of control of the Association, as provided in section 718.301, Florida Statutes, which is not an officer or Board member of such party, may not purchase a unit at a foreclosure sale resulting from the Association's foreclosure of association lien for unpaid assessments or take a deed in lieu of foreclosure. If fifty percent (50%) or more of the units in the condominium are owned by a party contracting to provide maintenance or management services to an association managing a residential condominium after transfer of control of the Association, as provided in section 718.301, Florida Statutes, which is not a timeshare condominium association, or by an officer or Board member of such party, the contract with the party providing maintenance or management services may be canceled by a majority vote of the unit owners other than the contracting party or an officer or Board member of such party.

6. Either party, the Association or management company, can cancel within sixty (60) days written notice.

## ARTICLE XXXII.

### VIOLATIONS

A. The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. A fine may not become a lien against a unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in subsection 2. However, the fine may not exceed One Hundred Dollars (\$100.00) per violation, or One Thousand Dollars (\$1,000.00) in the aggregate.

1. An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

2. A fine or suspension levied by the Board of administration may not be imposed unless the Board first provides at least fourteen (14) days' written notice to the unit owner and, if applicable, any tenant, licensee, or invitee of the unit owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due five (5) days after notice of the approved fine is provided to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

B. If a unit owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under section A do not apply to suspensions imposed under this section.

C. An association may suspend the voting rights of a unit owner or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than One Thousand Dollars (\$1,000.00) and more than ninety (90) days delinquent. Proof of such obligation must be provided to the unit owner or member thirty (30) days before such suspension

takes effect. At least ninety (90) days before an election, an association must notify a unit owner or member that his or her voting rights may be suspended due to a nonpayment of a fee or other monetary obligation. A voting interest or consent right allocated to a unit owner or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements under section A do not apply to a suspension imposed under this subsection.

D. All suspensions imposed pursuant to Paragraph B or Paragraph C must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

E. The suspensions permitted by Paragraph A (1) and Paragraphs B and C apply to a member and, when appropriate, the member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple units owned by a member.

### ARTICLE XXXIII.

#### MISCELLANEOUS PROVISIONS

A. **Right of Entry.** The Condominium Association, its officers, directors, agent and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the Condominium property or any of it. Owner or lessee shall notify the Association if their unit will be unoccupied for thirty (30) days or more. Owners and/or tenants must provide the Association with a key for entry into the unit or the combination lock or an emergency contact person who has this access or the Association is allowed to break into the unit and charge the cost to the owner or occupant. The Board is allowed to check on the unit if the unit is left unoccupied after thirty (30) to verify that the water has been turned off to prevent water damage to adjacent units. A note will be left in the unit stating the date of entry and status of the water shut off findings. If an owner fails to pay for all damages and repairs resulting from any water damage to another unit, then the Association will pay for all repairs and place a lien in the full amount of the damages and repairs upon the unit owner responsible for the damages. Any water leaks or damage to an owner's unit or any other unit caused by their own water heaters, dishwashers, showers, tubs, garbage disposals, washing machines, or any fixtures attached to these appliances, or damage caused by their own negligence, is the owner's responsibility.

**B. Institutional Mortgagee.** The term “institutional mortgagee” as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government. Where an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration and the Exhibits annexed be deemed an institutional first mortgage.

**C. Contractual Liens Authorized.** Each Condominium unit owner in this Condominium is authorized to grant liens upon his or her respective condominium unit to secure the payment of his or her share (or the share attributable to his or her Condominium unit in the appropriate case) of any fees, dues, charges or other exactions which the Condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit: memberships, liens, contracts or other undertakings; obtained by the Condominium Association for the use of the Condominium unit owners or otherwise obtained by such Condominium unit owner or owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the condominium form of ownership as provided for by law or under the terms of the Declaration, the said lien so created shall attach to the undivided interests in the Condominium property resulting from termination, held by the Condominium unit owner creating such lien or owning a unit encumbered by such lien. This Paragraph C shall be liberally construed to grant Condominium unit owners maximum authorities to grant the liens hereinmentioned for the purpose herein provided, and shall not be construed to in any way restrict the powers or authorities of the Condominium unit owner, nor to require any particular form for the creation of such liens, but Condominium unit owners shall, in addition to the powers and authorities created herein, have the authority and power to create liens on their units which they would otherwise have had, had this paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this paragraph shall take priority from the recording among the public records of Palm Beach County, Florida, of the document creating that lien. This paragraph shall not be construed to cause or allow liens created under the authority of this paragraph to become effective earlier than the aforementioned recording of the document creating such lien, and neither this paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

**D. Easements.** The Association retains the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner easements upon the Condominium property for use for public utility purposes or for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the then existing improvements upon the Condominium property, and shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium property by the owners thereof.

**E. Cable Television and Internet.** The Association, through its Board of Directors, may enter into such bulk rate cable, satellite or other TV and internet service contract as it deems advisable for the benefit of all owners and shall assess the cost of such service as a common expense. No resident of any condominium dwelling unit, whether tenant or owner, shall be denied access to any available franchised or licensed cable television service, nor shall such resident or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single-family homes within the same franchised or licensed area and except for installation charges as such charges may be agreed to between such resident and the provider of such services. Each owner is responsible for their own cable and internet installations and repairs.

**F. No Waiver of Rights.** The failure of the Association or any unit owner to enforce any provision of Florida's Condominium's Association Act, this Declaration, the Articles, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**G. No Election of Remedies.** The Association may also recover reasonable attorney's fees and costs incurred in seeking compliance with the Governing Documents in cases where no action is filed including, but not limited to, arbitration and pre-litigation attorney's fees and costs incurred in pursuing and/or obtaining compliance with the Governing Documents. Said fees and costs shall constitute a lien against the unit, and shall be subject to collection as provided in this Declaration for the collection of delinquent assessments, including by lien and foreclosure. All rights, remedies and privileges under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other additional rights, remedies, or privileges as may be granted by the Association Documents, or at law or in equity.

ARTICLE XXXIV.

ELECTRIC VEHICLE CHARGING STATIONS

A. The Association may not prohibit or be enforced so as to prohibit any unit owner from installing an electric vehicle charging station or a natural gas fuel station within the boundaries of the unit owner's limited common element or exclusively designated parking area. The Board may not prohibit a unit owner from installing an electric vehicle charging station for an electric vehicle, as defined per statute, or a natural gas fuel station for a natural gas fuel vehicle within the boundaries of his or her limited common element or exclusively designated parking area. The installation of such charging or fuel stations is subject to the provisions of this subsection.

B. The installation may not cause irreparable damage to the condominium property.

C. The electricity for the electric vehicle charging station or natural gas fuel station must be separately metered or metered by an embedded meter and payable by the unit owner installing such charging or fuel station or by his or her successor.

D. The cost for supply and storage of the natural gas fuel must be paid by the unit owner installing the natural gas fuel station or by his or her successor.

E. The unit owner who is installing an electric vehicle charging station or a natural gas fuel station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance. The Association may enforce payment of such costs under Section 718.116, Florida Statutes.

F. If the unit owner or his or her successor decides there is no longer a need for the electric vehicle charging station or natural gas fuel station, such person is responsible for the cost of removal of such charging or fuel station. The Association may enforce payment of such costs under Section 718.116, Florida Statutes.

G. The unit owner installing, maintaining, or removing the electric vehicle charging station or natural gas fuel station is responsible for complying with all federal, state, or local laws and regulations applicable to such installation, maintenance, or removal.

H. The Association may require the unit owner to:

1. Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.

2. Comply with reasonable architectural standards adopted by the Association that govern the dimensions, placement, or external appearance of the electric vehicle charging station or natural gas fuel station, provided that such standards may not prohibit the installation of such charging or fuel station or substantially increase the cost thereof.

3. Engage the services of a licensed and registered firm familiar with the installation or removal and core requirements of an electric vehicle charging station or a natural gas fuel station.

4. Provide a certificate of insurance naming the Association as an additional insured on the owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station or natural gas fuel station within fourteen (14) days after receiving the Association's approval to install such charging or fuel station or notice to provide such a certificate.

5. Reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station or natural gas fuel station within fourteen (14) days after receiving the Association's insurance premium invoice.

I. The Association provides an implied easement across the common elements of the condominium property to the unit owner for purposes of electric vehicle charging station or natural gas fuel station installation, and the furnishing of electrical power or natural gas fuel supply, including any necessary equipment, to such charging or fuel station, subject to the requirements of this subsection.

J. The Board may make available, install, or operate an electric vehicle charging station or a natural gas fuel station upon the common elements or Association property and establish the charges or the manner of payments for the unit owners, residents, or guests who use the electric vehicle charging station or natural gas fuel station. For the purposes of this section, the installation, repair, or maintenance of an electric vehicle charging station or natural gas fuel station under this subsection does not constitute a material alteration or substantial addition to the common elements or Association property.

#### ARTICLE XXXV.

#### OFFICIAL RECORDS

A. From the inception of the Association, the Association shall maintain each of the following items, if applicable, which constitutes the official records of the Association:

1. A copy of the plans, permits, warranties, and other items provided by the developer under section 718.301(4), Florida Statutes.

2. A photocopy of the recorded Declaration of Condominium of each condominium operated by the Association and each amendment to each Declaration.

3. A photocopy of the recorded Bylaws of the Association and each amendment to the Bylaws.

4. A certified copy of the Articles of Incorporation of the Association, or other documents creating the Association, and each amendment thereto.

5. A copy of the current rules of the Association.

6. A book or books that contain the minutes of all meetings of the Association, the Board of administration, and the unit owners.

7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The Association shall also maintain the e-mail addresses and facsimile numbers of unit owners consenting to receive notice by electronic transmission. According to the Florida Statutes, the e-mail addresses and facsimile numbers are only accessible to unit owners if consent to receive notice by electronic transmission is provided, or if the unit owner has expressly indicated that such personal information can be shared with other unit owners and the unit owner has not provided the Association with a request to opt out of such dissemination with other unit owners. An association must ensure that the e-mail addresses and facsimile numbers are only used for the business operation of the Association and may not be sold or shared with outside third parties. If such personal information is included in documents that are released to third parties, other than unit owners, the Association must redact such personal information before the document is disseminated. However, the Association is not liable for an inadvertent disclosure of the e-mail address or facsimile number for receiving electronic transmission of notices unless such disclosure was made with a knowing or intentional disregard of the protected nature of such information.

8. All current insurance policies of the Association and condominiums operated by the Association.

9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the Association.

11. Accounting records for the Association and separate accounting records for each condominium that the Association operates. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to section 718.501(1)(e), Florida Statutes. The accounting records must include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) All invoices, transaction receipts, or deposit slips that substantiate any receipt or expenditure of funds by the Association.

(c) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

(d) All audits, reviews, accounting statements, structural integrity reserve studies, and financial reports of the Association or condominium. Structural integrity reserve studies must be maintained for at least fifteen (15) years after the study is completed.

(e) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the Association for at least one (1) year after receipt of the bid.

12. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which must be maintained for one (1) year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph (b).

13. All rental records if the Association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described in section 718.504, Florida Statutes.

15. A copy of the inspection reports described in sections 553.899 and 718.301(4)(p), Florida Statutes, and any other inspection report relating to a structural or life safety inspection of condominium property. Such record must be maintained by the Association for fifteen (15) years after receipt of the report.

16. Bids for materials, equipment, or services.

17. All affirmative acknowledgments made pursuant to section 718.121(4)(c), Florida Statutes.

18. A copy of all building permits.

19. A copy of all satisfactorily completed Board member educational certificates.

20. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

21. The official records specified in subparagraphs A 1.-6. must be permanently maintained from the inception of the Association. Bids for work to be performed or for materials, equipment, or services must be maintained for at least one (1) year after receipt of the bid. All other official records must be maintained within the state for at least seven (7) years, unless otherwise provided by general law. The official records must be maintained in an organized manner that facilitates inspection of the records by a unit owner. In the event that the official records are lost, destroyed, or otherwise unavailable, the obligation to maintain the official records

includes a good faith obligation to obtain and recover those records as is reasonably possible. The records of the Association shall be made available to a unit owner within forty-five (45) miles of the condominium property or within the county in which the condominium property is located within ten (10) working days after receipt of a written request by the Board or its designee. However, such distance requirement does not apply to an association governing a timeshare condominium. This section and section 22 below may be complied with by having a copy of the official records of the Association available for inspection or copying on the condominium property or association property, or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an association member or his or her authorized representative in compliance with this chapter unless the Association has an affirmative duty not to disclose such information under this chapter.

22. The official records of the Association are open to inspection by any association member and any person authorized by an association member as a representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member and of the person authorized by the Association member as a representative of such member. A renter of a unit has a right to inspect and copy only the Declaration of condominium, the Association's Bylaws and rules, and the inspection reports described in sections 553.899 and 718.301(4)(p), Florida Statutes. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying but may not require a member to demonstrate any purpose or state any reason for the inspection. A unit owner can only make one request to inspect records per every thirty (30) days.

23. The failure of an association to provide the records within ten (10) working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. Minimum damages are Fifty Dollars (\$50.00) per calendar day for up to ten (10) days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. If the requested records are posted on an association's website, or are available for download through an application on a mobile device, the Association may fulfill its obligations under this paragraph by directing to the website or the application all persons authorized to request access.

24. In response to a written request to inspect records, the Association must simultaneously provide to the requestor a checklist of all records made available for inspection and copying. The checklist must also identify any of the Association's official records that were not made available to the requestor. An association must maintain a checklist provided under this sub-subparagraph for seven (7) years. An association delivering a checklist pursuant to this sub-subparagraph creates a rebuttable presumption that the Association has complied with this paragraph.

25. A director or member of the Board or association or a community association manager who knowingly, willfully, and repeatedly violates subparagraph 1. commits a misdemeanor of the second degree, punishable as provided in section 775.082, Florida Statutes, or section 775.083, Florida Statutes, and must be removed from office and a vacancy declared. For purposes of this subparagraph, the term “repeatedly” means two or more violations within a twelve (12) month period.

26. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one or more of its members, commits a misdemeanor of the first degree, punishable as provided in section 775.082, Florida Statutes, or section 775.083, Florida Statutes; is personally subject to a civil penalty pursuant to section 718.501(1)(d), Florida Statutes; and must be removed from office and a vacancy declared.

27. A person who willfully and knowingly refuses to release or otherwise produce association records with the intent to avoid or escape detection, arrest, trial, or punishment for the commission of a crime, or to assist another person with such avoidance or escape, commits a felony of the third degree, punishable as provided in section 775.082, Florida Statutes, section 775.083, Florida Statutes, or section 775.084, Florida Statutes, and must be removed from office and a vacancy declared.

28. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in section 718.504, Florida Statutes, and year-end financial information required under this section, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association’s providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records are not accessible to unit owners:

A. Any record protected by the lawyer-client privilege as described in section 90.502, Florida Statutes, and any record protected by the work-product privilege, including a record prepared by an association attorney or prepared at the attorney’s express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

B. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

C. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term “personnel records” does not include written employment agreements with an association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

D. Medical records of unit owners.

E. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the Association’s notice requirements, and other personal identifying information of any person, excluding the person’s name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association’s notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an association may print and distribute to unit owners a directory containing the name, unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An owner may consent in writing to the disclosure of other contact information described in this sub-subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

F. Electronic security measures that are used by the Association to safeguard data, including passwords.

G. The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

H. All affirmative acknowledgments made pursuant to section 718.121(4)(c), Florida Statutes.

29. The Association shall prepare a question and answer sheet as described in section 718.504, Florida Statutes, and shall update it annually.

30. The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the Association other than information or documents required by this chapter to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee

does not exceed One Hundred Fifty Dollars (\$150.00) plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

31. An association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

32. An outgoing Board or committee member must relinquish all official records and property of the Association in his or her possession or under his or her control to the incoming Board within five (5) days after the election. The division shall impose a civil penalty as set forth in section 718.501(1)(d)6, Florida Statutes. against an outgoing Board or committee member who willfully and knowingly fails to relinquish such records and property.

## ARTICLE XXXVI.

### GOVERNANCE

This Community shall be governed by Chapter 718 of the Florida Statutes as same exists on the date hereof, and as same may be amended from time to time.

AMENDED ARTICLES OF INCORPORATION  
OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC.  
(a Corporation Not for Profit)

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of Florida Statutes and certify as follows:

# Table of Contents

---

Article I: NAME OF ASSOCIATION .....	A3
Article II: PURPOSE .....	A3
Article III: POWERS .....	A3
Article IV: MEMBERS .....	A5
Article V: TERM.....	A5
Article VI: MANAGEMENT OF THE AFFAIRS OF THE ASSOCIATION .....	A6
Article VII: BOARD OF DIRECTORS.....	A6
Article VIII: REMOVAL OF OFFICERS AND DIRECTORS .....	A7
Article IX: INDEMNIFICATION OF OFFICERS AND DIRECTORS .....	A7
Article X: BYLAWS .....	A8
Article XI: PROHIBITION AGAINST ISSUANCE OF STOCK.....	A8
Article XII: CONTRACTUAL POWERS – CONFLICTS OF INTEREST .....	A8
Article XIII: AMENDMENT .....	A10

ARTICLE I.

NAME

The name of this corporation shall be THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., (hereinafter the "Association").

ARTICLE II.

PURPOSE

In accordance with the provisions of Chapter 718 of Florida Statutes, commonly known as the Condominium Act, a Condominium will be created upon certain lands in Palm Beach County, Florida, to be known as THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A. The Declaration subjecting the lands involved to a condominium form of ownership will be recorded among the Public Records of Palm Beach County, Florida. This Association is organized for the purpose of operating, governing, administering and managing the property and affairs of the condominium, to-wit: THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A, and to exercise all powers and discharge all responsibilities granted to it as an Association under the laws of Florida, the Bylaws, these Articles of Incorporation and the aforementioned Declaration of Condominium, and further to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this Association's capacity as a condominium association.

ARTICLE III.

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and in addition, all of the powers conferred by the Condominium Act upon a condominium association, and in addition, all of the powers set forth in the Declaration of Condominium and Bylaws and Rules and Regulations of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A, which are not in conflict with law.

2. The Association shall have all of the powers reasonably necessary to implement the powers of the Association, including but not limited to the following:

(a) To operate and manage the condominium and condominium property in accordance with the same meaning, direction, purpose and intent contained in the Declaration of Condominium and Bylaws and amendments of THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A, when the same has been recorded among the Public Records of Palm Beach County, Florida.

(b) To make and collect assessments against members to defray the cost of the condominium, and to refund common surplus to members.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To maintain, repair, replace and operate the condominium property.

(e) To reconstruct improvements upon the condominium property after casualty, and to further improve the property.

(f) To make and amend regulations respecting the use of the property in the condominium.

(g) To approve or disapprove the proposed purchasers, lessees and mortgagees of apartments.

(h) To enforce by legal means the provisions of the condominium documents, these Articles, the Declaration, the Bylaws of the Association and the regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

3. All funds and title of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration of Condominium and Bylaws, as amended from time to time, which governs the use of the condominium property.

## ARTICLE IV.

### MEMBERS

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

1. The record owners of each condominium unit in the aforementioned condominium shall each be a member of the Association.

2. Thereafter, membership in the Association shall be established by acquisition of the fee title of record to a condominium unit in THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested by all title to, or his entire fee interest in, any unit except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two units, so long as such party shall retain title to a fee ownership interest in any unit.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit. The properties, funds and assets of the Association shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the Bylaws, which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each unit in the condominium, which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the Bylaws of the Association. Should any member own more than one (1) unit, such member shall be entitled to exercise or cast one (1) vote for each unit owned in the manner provided by said Bylaws.

## ARTICLE V.

### TERM

This Association shall have perpetual existence.

ARTICLE VI.  
MANAGEMENT OF THE AFFAIRS OF THE  
ASSOCIATION – OFFICERS

The affairs of this Association shall be managed by its officers, subject, however, to the directions of the Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles, and in accordance with the Bylaws. The officers of this Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors according to the Bylaws of this Association. The Directors, if they desire, may combine the offices of Secretary and Treasurer and, in addition, provide for such other officers, agents, supervisory personnel or employees of the Association as they shall see fit, none of whom need be a member of the Association. Officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify.

ARTICLE VII.  
BOARD OF DIRECTORS

This Association shall be governed by a Board of Directors consisting of nine (9) persons maximum, as provided for in the Bylaws.

All Board of Directors of the Board are required to be members of the Association. Succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the Bylaws of the Association, as the same shall be constituted from time to time.

ARTICLE VIII.

REMOVAL OF OFFICERS AND DIRECTORS

Any officer may be removed prior to the expiration of his term of office in the manner hereinafter provided, or in such manner as in the Bylaws provided. Any officer may also be removed for cause as provided by the Bylaws and Condominium Act.

ARTICLE IX.

INDEMNIFICATION OF OFFICERS

AND DIRECTORS

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE X.

### BYLAWS

The Bylaws of this Association may be amended, altered or rescinded only in the manner provided for in the Bylaws.

## ARTICLE XI.

### PROHIBITION AGAINST ISSUANCE OF STOCK

#### AND DISTRIBUTION OF INCOME

This Association shall never have, or issue any shares of stock, nor shall this Association distribute any part of the income of this Association, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the Association of compensation in a reasonable amount to the members, directors or officers from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of the Florida Statutes and contemplated by the Declaration of Condominium and Bylaws and/or Condominium Act.

## ARTICLE XII.

### CONTRACTUAL POWERS – CONFLICTS OF INTEREST

A conflict of interest exists if any of the following occurs without prior notice:

(a) A director or an officer, or a relative of a director or an officer, enters into a contract for goods or services with the Association.

(b) A director or an officer, or a relative of a director or an officer, holds an interest in a corporation, limited liability corporation.

1. Directors and officers of the Board and the relatives of such directors and officers, must disclose to the Board any activity that may reasonably be construed to be a conflict of interest. A rebuttable presumption of a conflict partnership, limited liability partnership, or other business entity that conducts business with the Association or proposes to enter into a contract or other transaction with the Association.

2. If a director or an officer, or a relative of a director or an officer, proposes to engage in an activity that is a conflict of interest, as described in subsection 1, the proposed activity must be listed on, and all contracts and transactional documents related to the proposed activity must be attached to, the meeting agenda. The Association shall comply with the requirements of Florida Statute 617.0832, and the disclosures required by Florida Statute 617.0832 shall be entered into the written minutes of the meeting. Approval of the contract or other transaction requires an

affirmative vote of two-thirds (2/3rds) of all other directors present. At the next regular or special meeting of the members, the existence of the contract or other transaction shall be disclosed to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present. If the contract is canceled, the Association is only liable for the reasonable value of the goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

3. If the Board votes against the proposed activity, the director or officer, or the relative of the director or officer, must notify the Board in writing of his or her intention not to pursue the proposed activity or to withdraw from office. If the Board finds that an officer or a director has violated this subsection, the officer or director shall be deemed removed from office. The vacancy shall be filled according to general law.

4. A director or an officer, or a relative of a director or an officer, who is a party to, or has an interest in, an activity that is a possible conflict of interest, as described in subsection 1, may attend the meeting at which the activity is considered by the Board and is authorized to make a presentation to the Board regarding the activity. After the presentation, the director or officer, and any relative of the director or officer, must leave the meeting during the discussion of, and the vote on, the activity. A director or an officer who is a party to, or has an interest in, the activity must recuse himself or herself from the vote. The attendance of a director or an officer with a possible conflict of interest at the meeting of the Board is sufficient to constitute a quorum for the meeting and the vote in his or her absence on the proposed activity.

5. A contract entered into between a director or an officer, or a relative of a director or an officer, and the Association, that has not been properly disclosed as a conflict of interest or potential conflict of interest as required by this section or of the Florida Statutes 617.0832 is voidable and terminates upon the filing of a written notice terminating the contract with the Board of Directors which contains the consent of at least twenty percent (20%) of the voting interests of the Association.

6. As used in this section, the term “relative” means a relative within the third degree of consanguinity by blood or marriage.

ARTICLE XIII  
AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of fifty-one percent (51%) of the members of this Association present, in person or by proxy, at any meeting of the members of the Association at which a quorum is established and called at least in part to consider such amendment. The quorum shall be fifty-one percent (51%) of the entire voting members.

EXHIBIT #3

THE AMENDED BYLAWS

OF

THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC.

# Table of Contents

---

Article I ASSOCIATION NAME .....	B4
Article II: PURPOSES.....	B4
Article III: DIRECTORS AND OFFICERS .....	B4
Article IV: POWER AND DUTIES OF THE ASSOCIATION .....	B10
Article V: DUTIES OF OFFICERS.....	B12
Article VI: MEMBERSHIP .....	B14
Article VII: MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES .....	B15
Article VIII: NOTICE.....	B17
Article IX: PROCEDURE .....	B18
Article X: ASSESSMENTS AND MANNER OF COLLECTION .....	B18
Article XI: FISCAL MATTERS .....	B19
Article XII: ADMINISTRATIVE RULES AND REGULATIONS .....	B21
Article XIII: VIOLATIONS AND DEFAULTS.....	B22
Article XIV: AMENDMENT OF BYLAWS BY-LAWS.....	B22
Article XV: ELECTRONIC VOTING.....	B23
Article XVI: BUDGET MEETING .....	B24
Article XVII: ANNUAL BUDGET .....	B25
Article XVIII: STRUCTURAL INTEGRITY RESERVE STUDY .....	B26
Article XIX: CONFLICTS OF INTEREST.....	B28
Article XX: ASSOCIATION EMERGENCY POWERS.....	B29
Article XXI: VALIDITY.....	B31
Article XXII: ADDITIONAL RECREATIONAL FACILITIES.....	B31
Article XXIII: CONSTRUCTION TO BE CONSISTENT .....	B32

PAGE INTENTIONALLY LEFT BLANK

AMENDED BYLAWS  
OF  
THE LANDS OF THE PRESIDENT CONDOMINIUM  
EIGHT-A ASSOCIATION, INC.

**ARTICLE I.**

1) The name of this corporation is THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A ASSOCIATION, INC., (hereinafter known as the “Association”).

2) The principal office of the Association is 2950 Presidential Way, West Palm Beach, Florida 33401.

**ARTICLE II – PURPOSES.**

This corporation is organized for the purposes of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium, to-wit: THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-A and to exercise all powers granted to it as a corporation under the laws of Florida, these Bylaws, the Articles of Incorporation and the Declaration of Condominium, in which these Bylaws are attached, and further to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association.

**ARTICLE III – DIRECTORS AND OFFICERS.**

**A. Directors**

1) The affairs of the Association shall be managed by a Board of Directors, composed of the maximum of nine (9) persons. Spouses cannot serve on the Board together at the same time. Directors do not need to be full time residents. The Officers and Directors of the Association are subject to Section 617.0830, Florida Statute and have a fiduciary relationship to the members who are served by the Association.

2) Directors shall hold office until their successors are elected and shall qualify.

At least fourteen (14) days before annual meetings, a complete list of members entitled to vote at such election, together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the Association for fourteen (14) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.

At the annual meetings, directors shall be elected for a term of one (1) year but starting at the annual meeting in 2026, staggered elections will become effective. At the annual meeting in 2026, the Board would switch to a staggered election process each year for two (2) year terms. The process will be as follows:

(a) In the election, the top five (5) elected members with the highest votes stay on the Board for the next two (2) years. The next four (4) members elected stay on the Board for one (1) year.

(b) The next year, four (4) members are up for election for a two (2) year term.

(c) The next year, five (5) members are elected for a two (2) year term.

(d) The next year, four (4) members are elected, and the cycle continues.

(e) Each successive year would result in a portion of the Board members coming up for election.

A Board member may not serve more than eight (8) consecutive years unless approved by an affirmative vote of unit owners representing two-thirds (2/3) of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy.

3) Directors shall be elected as follows:

(a) The members of the Board shall be elected by written ballot or voting machine. The Board can determine if secret ballots should be used. Proxies may not be used in electing the Board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in the Condominium Act.

(b) At least sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates not less than fourteen (14) days or more than thirty-four (34) days before the date of the election. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including

rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the Association in accordance with section 718.303, Florida Statutes. A unit owner who needs assistance in casting the ballot for the reasons stated in section 101.051, Florida Statutes, may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than Board vacancies exist.

4) A director of a Board of an Association shall:

(a) Certify in writing to the Secretary of the Association that he or she has read the Association's Declaration of Condominium, Articles of Incorporation, Bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members.

(b) Submit to the Secretary of the Association a certificate of having satisfactorily completed the educational curriculum administered by the division or a division-approved condominium education provider. The educational curriculum must be at least four (4) hours long and include instruction on milestone inspections, structural integrity reserve studies, elections, recordkeeping, financial literacy and transparency, levying of fines, and notice and meeting requirements.

(c) Each newly elected or appointed director must submit to the Secretary of the Association the written certification and educational certificate within one (1) year before being elected or appointed or ninety (90) days after the date of election or appointment. A director of an Association of a residential condominium who was elected or appointed before July 1, 2024, must comply with the written certification and educational certificate requirements in this sub-subparagraph by June 30, 2025. The written certification and educational certificate is valid for seven (7) years after the date of issuance and does not have to be resubmitted as long as the director serves on the Board without interruption during the seven (7) year period. One (1) year after submission of the most recent written certification and educational certificate, and annually thereafter, a director of the Association must submit to the Secretary of the Association a certificate of having satisfactorily completed at least one (1) hour of continuing education administered by the division, or a division-approved condominium education provider, relating to any recent changes to this chapter and the related administrative rules during the past year. A director who fails to timely file the written certification and educational certificate is suspended from service on the Board until he or she complies with this sub-subparagraph. The Board may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the Association to retain a director's written certification and educational certificate for inspection by the members for seven (7) years after a director's election or the duration of the director's uninterrupted tenure, whichever is longer. Failure to have such written certification and educational certificate on file does not affect the validity of any Board action.

(d) No proxies can be used for the election. The nine (9) persons receiving the highest number of votes shall be declared elected.

(e) All of the directors shall be members of the Association .

(f) For a regular election, balloting is not necessary to fill any vacancy unless there are two or more eligible candidates for that vacancy. If there are not more candidates than vacancies, then, not later than the date of the scheduled election, the Association must hold a meeting of the unit owners to announce the names of the new Board members or notify the unit owners of the names of the new Board members, or that one or more Board positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

5) No director shall receive or be entitled to any compensation for his or her services as director, but shall be entitled to reimbursement for all expenses sustained by him or her as such, if incurred upon the authorization of the Board. The Association and its officers, directors, employees, and agents may not use a debit card issued in the name of the Association, or billed directly to the Association, for the payment of any Association expense. A person who uses a debit card issued in the name of the Association, or billed directly to the Association, for any expense that is not a lawful obligation of the Association commits theft under section 812.014 of the Florida Statutes and must be removed from office and a vacancy declared.

6) A member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association on the day that they could last nominate himself or herself or be nominated for the Board may not seek election to the Board, and their name shall not be listed on the ballot. The Association shall suspend the voting rights of a unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days' delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association.

## **B. Officers.**

The officers of the Association shall be: a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Board of Directors, and such other officers as the Board of Directors may appoint.

## **C. Resignation, Vacancy, Removal**

Any director or officer of the Association may resign at any time, by instrument in writing or verbally at any meeting of the Board of Directors. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting, by electing a person who shall serve until the next annual meeting of members.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

A majority of members of the Association may remove any director from the Board of Directors, with or without cause, in the manner prescribed in the Florida Condominium Act and the Florida Administrative Code, as both may be amended from time to time.

There shall be at least six (6) regular Board of Director meetings per year. If a director misses four (4) regularly scheduled Board meetings (not special meetings or emergency meetings), the director can be removed from office (not from the Board). However, this is subject to Board approval and based on individual extenuating circumstances, such as health of the Board member or other extreme, unforeseen and unavoidable circumstances.

#### **D. Committees**

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee, to consist of two or more members of the Board, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required. Any committee which is delegated the authority to take final action for the Board of Directors or any committee which is appointed for the purpose of assisting in the formulation of a budget must post notice of all of its meetings and permit its meetings to be open to the members, both in the same manner as is required for meetings of the Board of Directors. All other committees are exempt from these requirements. Non-members are not permitted to be on committees.

#### **E. Recall of Board Members**

Subject to Section 718.301, Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the Board of administration may be called by ten (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose

of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided in this paragraph. The Board shall duly notice and hold a Board meeting within five (5) full business days after the adjournment of the unit owner meeting to recall one or more Board members. Such member or members shall be recalled effective immediately upon conclusion of the Board meeting, provided that the recall is facially valid. A recalled member must turn over to the Board, within ten (10) full business days after the vote, any and all records and property of the Association in their possession.

2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The Board of administration shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. Such member or members shall be recalled effective immediately upon the conclusion of the Board meeting, provided that the recall is facially valid. A recalled member must turn over to the Board, within ten (10) full business days, any and all records and property of the Association in their possession.

3. If the Board fails to duly notice and hold a Board meeting within five (5) full business days after service of an agreement in writing or within five (5) full business days after the adjournment of the unit owner recall meeting, the recall is deemed effective and the Board members so recalled shall turn over to the Board within ten (10) full business days after the vote any and all records and property of the Association.

4. If the Board fails to duly notice and hold the required meeting or at the conclusion of the meeting determines that the recall is not facially valid, the unit owner representative may file a petition or court action under section 718.1255, Florida Statutes, challenging the Board's failure to act or challenging the Board's determination on facial validity. The petition or action must be filed within sixty (60) days after the expiration of the applicable five (5)-full-business-day period. The review of a petition or action under this subparagraph is limited to the sufficiency of service on the Board and the facial validity of the written agreement or ballots filed.

5. If a vacancy occurs on the Board as a result of a recall or removal and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with this subsection. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall but before the recall election.

6. A Board member who has been recalled may file a petition or court action under section 718.1255, Florida Statutes, challenging the validity of the recall. The petition or action must be filed within sixty (60) days after the recall. The Association and the unit owner representative shall

be named as the respondents. The petition or action may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural requirements for the recall. If the arbitrator or court determines the recall was invalid, the petitioning Board member shall immediately be reinstated and the recall is null and void. A Board member who is successful in challenging a recall is entitled to recover reasonable attorney fees and costs from the respondents. The arbitrator or court may award reasonable attorney fees and costs to the respondents if they prevail, if the arbitrator or court makes a finding that the petitioner's claim is frivolous.

7. The division or a court of competent jurisdiction may not accept for filing a recall petition or court action, whether filed under subparagraph 1., subparagraph 2., subparagraph 4., or subparagraph 6., when there are sixty (60) or fewer days until the scheduled reelection of the Board member sought to be recalled or when sixty (60) or fewer days have elapsed since the election of the Board member sought to be recalled.

#### **ARTICLE IV – POWER AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF.**

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these Bylaws are attached, the Condominium Act, as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these Bylaws, or by law; and the aforementioned powers of the Association shall include but not be limited to the following:

- 1) All of the powers specifically provided for in the Declaration and the Condominium Act.
- 2) The power to levy and collect assessments.
- 3) The power to levy and collect special assessments.
- 4) The power to expend monies collected for the purpose of paying the common expenses of the corporation.
- 5) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.
- 6) The power to insure and keep insured the buildings and improvements of the condominium as provided for and limited by the Declaration.
- 7) The power to employ the personnel required for the operation of the common elements.
- 8) The power to pay utility bills for utilities serving the common elements.

9) The power to contract for the management of the condominium and to delegate to its contractor as manager, all of the powers and duties of the corporation, except those things which must be approved by members.

10) The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

11) The power to improve the condominium property subject to the limitations of the Declaration.

12) The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration of Condominium, and the regulations promulgated by the corporation.

13) The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents.

14) The power to pay all taxes and assessments which are liens against the common elements.

15) The power to deal with and approve or disapprove of all conveyances or leases of condominium parcels or parking spaces as provided for under the terms of the Declaration, and pursuant thereto.

16) The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these Bylaws.

17) The power to possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

18) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in Article XXVII entitled "Additional Recreational Facilities" of the Declaration of Condominium to which these Bylaws are attached, with the approval required in said Article.

19) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the condominium's property and of any recreational facilities on lease to the Condominium Association or otherwise provided for the condominium members' usage.

(a) Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of this corporation. Said contract may further provide that the

managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the corporation handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

(b) Nothing in this subparagraph 19) or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the condominium units of the Condominium.

20) The power to establish the office of additional officers of this Association and to appoint all officers.

21) To add collection of attorney's fees and costs for any rule enforcement matters, including pre-litigation, litigation, collections, bankruptcy and foreclosure matters.

22) To impose a charge on a unit Owner's account for any unperformed maintenance or damages or things that the Association needs to repair or fix.

23) To purchase units at a foreclosure sale in the name of the Association if it's in the best interest of the Association.

24) To impose special assessments with Board vote only for insurance and emergency purposes only.

#### **ARTICLE V - DUTIES OF OFFICERS.**

1) The President shall:

(a) Act as presiding officer at all meetings of the corporation and of the Board of Directors.

(b) Call special meetings of the Board of Directors and of members.

(c) Sign with the Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons.

(d) Perform all acts and duties usually required of an executive to ensure that all orders and resolutions of the Board of Directors are carried out.

(e) Appoint committees and to be ex-officio member of all committees, and render an annual report at the annual meeting of members.

2) The Vice President shall:

(a) Act as presiding officer at all meetings of the corporation and of the Board of Directors when the President is absent.

(b) Perform other acts and duties required of the President, in the President's absence.

(c) Perform such other duties as may be required of him or her by the Board of Directors.

3) Should the President and the Vice President be absent from any meeting, the directors shall select from among their members, a person to act as chairman of the meeting.

4) The Secretary shall:

(a) Attend all regular and special meetings of the members of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(b) Have custody of the corporate seal and affix same when necessary or required.

(c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings; keep membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board, at its next regular meeting.

(d) Perform such other duties as the Board may determine and on all occasions in the execution of his or her duties, act under the superintendence, control and direction of the Board.

(e) Have custody of the minute book of the meetings of directors and members, which minute book shall be kept in a business-like manner and which shall at all reasonable times be available at the office of the corporation for the inspection by and information of all unit owners, directors and officers, and act as transfer agent to recordable transfers and regulations in the corporate books.

5) The Treasurer shall:

(a) Attend all meetings of the membership and of the Board of Directors.

(b) Receive such monies as shall be paid into his or her hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(c) Supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his or her successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual

meeting, and whenever else required, a summary of the financial transactions and condition of the corporation from the preceding year. He shall make a full and accurate report on matters and business pertaining to his or her office to the members at the annual meeting, and make all reports required by law.

The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

## **ARTICLE VI – MEMBERSHIP.**

1) Membership in the Association is limited to owners of the condominium units. Membership is automatically conferred upon acquisition of condominium unit, as evidenced by the filing of a deed to such unit, or as provided in the Declaration for transfer of membership upon the death of a unit owner. Membership is an incident of ownership, and is not separately transferrable.

2) The owner of a unit shall be entitled to cast one (1) vote at all meetings of the members. If a condominium parcel is owned by more than one owner, there shall nevertheless be only one (1) membership assigned to each parcel, and the vote for such membership shall be cast by the person designated in writing by all of the owners of said parcel, and in the absence of such writing, such vote shall not be counted. The foregoing requirement that a person be designated in writing to cast the vote for the unit shall not apply to a unit owned by husband and wife.

3) Membership in the Association may be transferred only as an incident to the transfer of title to a condominium parcel in the manner provided in the Declaration of Condominium, and shall become effective upon the recording of a deed to such condominium parcel.

4) Membership shall terminate upon the transfer of title to a condominium unit, or upon the death of the owner of a condominium parcel.

## **ARTICLE VII – MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES.**

### **A. Meetings of Members**

1) **Place of Meetings.** All meetings of the Association shall be held at the pool house of the Association and/or electronically, or may be held at such time and place as shall be stated in the notice thereof.

2) **Annual Meetings.** Annual members' meeting shall be held at the pool house of the Association and/or electronically upon a date appointed by the Board of Directors, which shall fall between the 1st of January and the 1st of June. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time and as stated in the notice.

3) **Special Meetings.** Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from members of the Association owning a majority of the condominium units. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

4) **Proxies.** A vote may be cast in person or by proxy. Proxies must be filed with the Secretary of the corporation at or prior to the meeting or any adjournment thereof. A proxy shall be valid and entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor. A proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy is revocable at any time at the pleasure of the unit owner executing it. A proxy may be sent via electronic transmission.

5) **Quorum.** A quorum for the transaction of business at the annual meeting, members meeting, or any special members meeting shall consist of fifty-one percent (51%) of voting members being present, either in person or by proxy; but the Board of Directors present at any meeting whether or not there is less than a quorum, may adjourn the meeting to a future date. Directors and members are counted as present in attendance when attending in person, by telephone, or Zoom or similar platforms.

6) **Voting Required to Make Decisions.** When a quorum is present at any meeting, the vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration or these Bylaws or any applicable statute provide otherwise, in which event the vote prescribed by the Declaration or the Bylaws or such statute shall control.

### **B. Board of Directors' Meetings**

1) **Annual Meeting.** The organization meeting of a newly elected Board of Directors shall be held immediately after the election or within ten (10) days of their election at such place and at

such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary. The annual meeting of the Board of Directors shall be held at the office of the Association, immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate, in which event no notice need be sent to the directors, once said schedule has been adopted.

2) **Special Meetings.** Special meetings of the Board of Directors may be called by the President, on forty-eight (48) hours notice to each director (in writing, by fax, electronic mail or telephone), and such notice to the membership as may be required by the Condominium Act, as same may be amended from time to time. Special meetings may also be called on written request of three (3) directors. All notices of special meetings shall state the purpose.

3) **Regular Meetings.** The Board of Directors shall meet at least once each quarter. At least four times each year, the meeting agenda must include an opportunity for members to ask questions of the Board.

4) **Quorum.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be terminated without further notice. A Board or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any unit owners present at a meeting.

5) **Notice to Unit Owners.** All annual and special meetings of the Board of Directors shall be open to all unit owners and a notice of any such meeting shall be posted conspicuously on the condominium property forty-eight (48) hours in advance of any such meeting for the attention of the unit owners. Such notice shall not be required in the event the meeting is called to deal with an emergency. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or at a special meeting called for that purpose. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action must be noticed and ratified at the next regular Board meeting. Written notice of a meeting at which a nonemergency special assessment or an amendment to rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at least fourteen (14) days before the meeting. Evidence of compliance with this fourteen (14) day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered or emailed (to those that consent to email notices) to each member at least seven (7) days before the meeting, except in an emergency. Meetings of the Board of Directors shall be open to all members, except for meetings between the Board 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. A meeting of the Board must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting. Members of the Board of Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business.

If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the fourteen (14) day notice requirement. Each member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

#### **ARTICLE VIII – NOTICE.**

1) **Annual Meeting.** Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice at least fourteen (14) days prior to the meeting.

2) **Special Meeting.** Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote by regular mail, at least fourteen (14) days prior to such meeting.

3) **Posting of Notice.** In addition to the notice required as set forth in 1 and 2 above, notice of an annual or special meeting of members shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to said meeting.

4) **Waiver.** Nothing herein is to be construed to prevent unit owners from waiving notice of meetings or acting by written agreement without meetings.

5) **Electronic Notices.** The Association may provide notice by electronic transmission in a manner authorized by law for meetings of the Board of Directors, committee meetings requiring notice under this section, and annual and special meetings of the members to any member who has provided a facsimile number or e-mail address to the Association to be used for such purposes; however, a member must consent in writing to receiving notice by electronic transmission.

## **ARTICLE IX – PROCEDURE.**

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and the Bylaws of the corporation or with the Statutes of the State of Florida.

## **ARTICLE X – ASSESSMENTS AND MANNER OF COLLECTION.**

The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Article XVI of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

The Board of Directors shall annually prepare a proposed annual budget of common expenses and shall mail a copy of the proposed annual budget together with written notice of the time and place of the Board of Directors meeting at which time the proposed annual budget will be considered, said notice to be mailed not less than fourteen (14) days prior to the date of the meeting. Such meeting shall be open to all unit owners.

Funds for the payment of common expenses shall be assessed against and shall be a lien against the condominium parcels in the proportion or percentage of sharing common expenses provided in the Declaration of Condominium and the Condominium Act. The Board of Directors shall not assign nor transfer the powers to make regular assessments.

Regular assessments shall be paid by the members on a monthly basis.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

When the Board of Directors has determined the amount of an assessment, the Secretary shall transmit a statement of such assessment to each condominium parcel owner. Assessments are payable at the office of the corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessment of each member of his or her proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

Assessments shall not include charges for utilities separately charged and metered to each condominium unit, nor charges for alterations, repairs, maintenance, improvements or decorating within the interior or any unit.

Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at the highest rate permitted by law. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to him or her by registered or certified mail, whichever shall first occur. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed. The Association has a lien on each parcel to secure the payment of assessments and other amounts provided for by this section. The lien is effective from and shall relate back to the date on which the original Declaration of the community was recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the condominium parcel is located. Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the rate at eighteen percent (18%) or the highest rate per law.

In the event an assessment is not paid within ten (10) days of the date it is due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent owner in any manner provided for by the Condominium Act, the Declaration and these Bylaws. Each condominium parcel owner shall be individually responsible for the payment of assessments against his or her unit and for the payment of reasonable attorney's fees and costs incurred by the Association in the collection of sums due, and the enforcement of any lien held by the Association.

#### **ARTICLE XI – FISCAL MATTERS.**

1) **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year, at such time as the Board of Directors deems it advisable.

2) **Depositories.** The funds of the Association shall be deposited in a bank or banks, or federally insured savings and loan associations, money market accounts or any debt instrument issued by the U.S. government, in an account for the corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President, or the Vice President, or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. Said funds shall be used only for corporate purposes.

3) **Fidelity Bonds.** The Association shall maintain fidelity bonding on such persons and in such amounts as may be required by the Condominium Act, as same may be amended from time to time.

4) **Records.** The Association shall maintain official records as defined in the Condominium Act, as same may be amended from time to time. Such official records shall be subject to inspection

and photocopying by the members to the extent provided in the Condominium Act, as same may be amended from time to time.

**5) Financial Reporting.** The Association shall provide each unit owner with an annual financial statement, as provided in the Condominium Act, subject to the rights of the unit owners to waive or reduce the financial reporting requirements of the Association on a year to year basis. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year or other date as provided in the Bylaws, the Association shall deliver to each unit owner by United States mail or personal delivery at the mailing address, property address, e-mail address, or facsimile number provided to fulfill the Association's notice requirements, a copy of the most recent financial report, and a notice that a copy of the most recent financial report will be mailed or hand delivered to the unit owner, without charge, within five (5) business days after receipt of a written request from the unit owner.

A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserves.

1. An Association may prepare, without a meeting of or approval by the unit owners:

(a) Compiled, reviewed, or audited financial statements, if the Association is required to prepare a report of cash receipts and expenditures;

(b) Reviewed or audited financial statements, if the Association is required to prepare compiled financial statements; or

(c) Audited financial statements if the Association is required to prepare reviewed financial statements.

2. If approved by a majority of the voting interests present at a properly called meeting of the Association, an Association may prepare:

(a) A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

(b) A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

(c) A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. An Association may not prepare a financial report pursuant to this paragraph for consecutive fiscal years.

A unit owner may provide written notice to the division of the Association's failure to mail or hand deliver him or her a copy of the most recent financial report within five (5) business days after he or she submitted a written request to the Association for a copy of such report. If the division determines that the Association failed to mail or hand deliver a copy of the most recent financial report to the unit owner, the division shall provide written notice to the Association that the Association must mail or hand deliver a copy of the most recent financial report to the unit owner and the division within five (5) business days after it receives such notice from the division. An Association that fails to comply with the division's request may not waive the financial reporting requirement provided in Florida Statutes Chapter 718 for the fiscal year in which the unit owner's request was made and the following fiscal year. A financial report received by the division pursuant to this paragraph shall be maintained, and the division shall provide a copy of such report to an Association member upon his or her request.

6) **Commingling.** All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

7) **Insurance.** The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration and Condominium Act, pursuant to the provisions of the Declaration.

## **ARTICLE XII – ADMINISTRATIVE RULES AND REGULATIONS.**

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation of and use of the condominium property, including the units, limited common elements and common elements by the members, their family members, guests, tenants, licensees or invitees, all of whom shall abide thereby, provided that said rules and regulations shall be equally applicable to all members, and uniform in their application and effect.

Those restrictions appearing in the article of the Condominium Declaration entitled "Purpose, and Use Restrictions" are declared to be house rules and regulations.

### **ARTICLE XIII – VIOLATIONS AND DEFAULTS.**

In the event of a violation (other than non-payment of an assessment by a unit owner) of any of the provisions of the Declaration, these Bylaws, the Rules and Regulations of the corporation, the Charter, or any provisions of the Condominium Act, the corporation, after reasonable notice to cure, not to exceed fifteen (15) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Condominium law; and in every such proceeding, the unit owner at fault shall be liable for court costs and the corporations' reasonable attorney's fees. If the corporation elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rent for his or her condominium parcel during the litigation and the corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the corporation without waiving the lien securing such unpaid assessments. In addition to and cumulative with all other remedies, the Association is hereby empowered to levy fines, with the procedures provided in the Condominium Act, not to exceed the maximum amount provided for in the Condominium Act, as same may be amended from time to time. Fines shall be at the maximum of One Hundred Dollars (\$100.00) per day or One Thousand Dollars (\$1,000.00) in the aggregate, or the maximum allowed per law, whichever is higher. There shall be no scaling amounts.

In lieu of the initiation of nonbinding arbitration as provided in the Condominium Act, a party may submit a dispute to pre-suit mediation in accordance with Florida Statutes; however, election and recall disputes are not eligible for mediation and such disputes must be arbitrated by the division or filed in a court of competent jurisdiction.

### **ARTICLE XIV – AMENDMENT OF BYLAWS.**

Subject always to the provisions of Article X entitled "Amendment to Declaration" of the Declaration of Condominium, these Bylaws may be amended, modified or rescinded in accordance with Article X of the Declaration of Condominium or by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting of the members and approved by fifty-one percent (51%) vote of the voting members present, in person or by proxy, at a meeting of the members at which a quorum is established, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting, and further provided that the voting requirements of Paragraph B of Article X of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived by any member. The quorum shall be fifty-one percent (51%) of the entire voting members.

## ARTICLE XV - ELECTRONIC VOTING.

The Association may conduct elections and other unit owner votes through an Internet-based online voting system if a unit owner consents, electronically or in writing, to online voting and if the following requirements are met:

(1) The Association provides each unit owner with:

(a) A method to authenticate the unit owner's identity to the online voting system.

(b) For elections of the Board, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot.

(c) A method to confirm, at least fourteen (14) days before the voting deadline, that the unit owner's electronic device can successfully communicate with the online voting system.

(2) The Association uses an online voting system that is:

(a) Able to authenticate the unit owner's identity.

(b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.

(c) Able to transmit a receipt from the online voting system to each unit owner who casts an electronic vote.

(d) For elections of the Board of administration, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific unit owner.

(e) Able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes.

(3) A unit owner voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the unit owners may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on unit owners voting electronically pursuant to this section.

(4) This section applies to an Association that provides for and authorizes an online voting system pursuant to this section by a Board resolution. If the Board authorizes online voting, the Board must honor a unit owner's request to vote electronically at all subsequent elections, unless such unit owner opts out of online voting. The Board resolution must provide that unit owners receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for unit owners to consent, electronically or in writing, to online voting, and must establish reasonable procedures and deadlines for unit owners to opt out

of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property or Association property at least fourteen (14) days before the meeting. Evidence of compliance with the fourteen (14) day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

(5) A unit owner's consent to online voting is valid until the unit owner opts out of online voting according to the procedures established by the Board of administration pursuant to subsection (4).

#### **ARTICLE XVI – BUDGET MEETING.**

1) Any meeting at which a proposed annual budget of an Association will be considered by the Board or unit owners shall be open to all unit owners. At least fourteen (14) days prior to such a meeting, the Board shall hand deliver to each unit owner, mail to each unit owner at the address last furnished to the Association by the unit owner, or electronically transmit to the location furnished by the unit owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

2) (a) If a Board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed one hundred fifteen (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the unit owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the Bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

(b) Any determination of whether assessments exceed one hundred fifteen (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, insurance premiums, or assessments for betterments to the condominium property.

## **ARTICLE XVII - ANNUAL BUDGET.**

1) The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in section 718.504(21), Florida Statutes. The Board shall adopt the annual budget at least fourteen (14) days before the start of the Association's fiscal year. In the event that the Board fails to timely adopt the annual budget a second time, it is deemed a minor violation and the prior year's budget shall continue in effect until a new budget is adopted.

2) In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the reserve item. In a budget adopted by an Association that is required to obtain a structural integrity reserve study, reserves must be maintained for the items listed in Florida Statutes Chapter 718 for which the Association is responsible pursuant to the Declaration of Condominium, and the reserve amount for such items must be based on the findings and recommendations of the Association's most recent structural integrity reserve study. With respect to items for which an estimate of useful life is not readily ascertainable or with an estimated remaining useful life of greater than twenty-five (25) years, an Association is not required to reserve replacement costs for such items, but an Association must reserve the amount of deferred maintenance expense, if any, which is recommended by the structural integrity reserve study for such items. The Association may adjust replacement reserve assessments annually to take into account an inflation adjustment and any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. The members of a unit-owner-controlled Association may determine, by a majority vote of the total voting interests of the Association, to provide no reserves or less reserves than required by this subsection. For a budget adopted on or after December 31, 2024, the members of a unit-owner-controlled Association that must obtain a structural integrity reserve study may not determine to provide no reserves or less reserves than required by this subsection for items listed in Florida Statutes Chapter 718. If the local building official, as defined in section 468.603, Florida Statutes, determines that the entire condominium building is uninhabitable due to a natural emergency, as defined in section 252.34, Florida Statutes, the Board, upon the approval of a majority of its members, may pause the contribution to its reserves or reduce reserve funding until the local building official determines that the condominium building is habitable. Any reserve account funds held by the Association may be expended, pursuant to the Board's determination, to make the condominium building and its structures habitable. Upon the determination by the local building official that the condominium building is habitable, the Association must immediately resume contributing funds to its reserves.

3) Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of all the total voting interests of the Association. For a budget adopted on or after December 31, 2024, members of a unit-owner-controlled Association that must obtain a structural integrity reserve study may not vote to use

reserve funds, or any interest accruing thereon, for any other purpose other than the replacement or deferred maintenance costs of the components listed in Florida Statutes Chapter 718.

4) The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

#### **ARTICLE XVIII – STRUCTURAL INTEGRITY RESERVE STUDY.**

1) A residential condominium association must have a structural integrity reserve study completed at least every ten (10) years after the condominium’s creation for each building on the condominium property that is three stories or higher in height, as determined by the Florida Building Code, which includes, at a minimum, a study of the following items as related to the structural integrity and safety of the building:

(a) Roof.

(b) Structure, including load-bearing walls and other primary structural members and primary structural systems as those terms are defined in section 627.706, Florida Statutes.

(c) Fireproofing and fire protection systems.

(d) Plumbing.

(e) Electrical systems.

(f) Waterproofing and exterior painting.

(g) Windows and exterior doors.

(h) Any other item that has a deferred maintenance expense or replacement cost that exceeds Ten Thousand Dollars (\$10,000) and the failure to replace or maintain such item negatively affects the items listed in sub-subparagraphs a.-g., as determined by the visual inspection portion of the structural integrity reserve study.

2) A structural integrity reserve study is based on a visual inspection of the condominium property. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed or verified by an engineer licensed under chapter 471, an architect licensed under

chapter 481, or a person certified as a reserve specialist or professional reserve analyst by the Community Associations Institute or the Association of Professional Reserve Analysts.

3) At a minimum, a structural integrity reserve study must identify each item of the condominium property being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each item of the condominium property being visually inspected, and provide a reserve funding schedule with a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each item of condominium property being visually inspected by the end of the estimated remaining useful life of the item. The structural integrity reserve study may recommend that reserves do not need to be maintained for any item for which an estimate of useful life and an estimate of replacement cost cannot be determined, or the study may recommend a deferred maintenance expense amount for such item. The structural integrity reserve study may recommend that reserves for replacement costs do not need to be maintained for any item with an estimated remaining useful life of greater than twenty-five (25) years, but the study may recommend a deferred maintenance expense amount for such item.

4) This paragraph does not apply to buildings less than three stories in height; single-family, two-family, or three-family dwellings with three or fewer habitable stories above ground; any portion or component of a building that has not been submitted to the condominium form of ownership; or any portion or component of a building that is maintained by a party other than the Association.

5) Associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a structural integrity reserve study completed by December 31, 2024, for each building on the condominium property that is three stories or higher in height. An association that is required to complete a milestone inspection in accordance with section 553.899, Florida Statutes, on or before December 31, 2026, may complete the structural integrity reserve study simultaneously with the milestone inspection. In no event may the structural integrity reserve study be completed after December 31, 2026.

6) If the milestone inspection required by section 553.899, Florida Statutes, or an inspection completed for a similar local requirement, was performed within the past five (5) years and meets the requirements of this paragraph, such inspection may be used in place of the visual inspection portion of the structural integrity reserve study.

7) If the officers or directors of an association willfully and knowingly fail to complete a structural integrity reserve study pursuant to this paragraph, such failure is a breach of an officer's and director's fiduciary relationship to the unit owners under section 718.111(1), Florida Statutes.

8) Within forty-five (45) days after receiving the structural integrity reserve study, the Association must distribute a copy of the study to each unit owner or deliver to each unit owner a notice that the completed study is available for inspection and copying upon a written request. Distribution of a copy of the study or notice must be made by United States mail or personal delivery to the mailing address, property address, or any other address of the owner provided to fulfill the Association's notice requirements under this chapter, or by electronic transmission to the

e-mail address or facsimile number provided to fulfill the Association's notice requirements to unit owners who previously consented to receive notice by electronic transmission.

9) Within forty-five (45) days after receiving the structural integrity reserve study, the Association must provide the division with a statement indicating that the study was completed and that the Association provided or made available such study to each unit owner in accordance with this section. The statement must be provided to the division in the manner established by the division using a form posted on the division's website.

## **ARTICLE XIX - CONFLICTS OF INTEREST.**

1) Directors and officers of the Board and the relatives of such directors and officers, must disclose to the Board any activity that may reasonably be construed to be a conflict of interest. A rebuttable presumption of a conflict of interest exists if any of the following occurs without prior notice, as required in subsection (5):

(a) A director or an officer, or a relative of a director or an officer, enters into a contract for goods or services with the Association.

(b) A director or an officer, or a relative of a director or an officer, holds an interest in a corporation, limited liability corporation, partnership, limited liability partnership, or other business entity that conducts business with the Association or proposes to enter into a contract or other transaction with the Association.

2) If a director or an officer, or a relative of a director or an officer, proposes to engage in an activity that is a conflict of interest, as described in subsection (1), the proposed activity must be listed on, and all contracts and transactional documents related to the proposed activity must be attached to, the meeting agenda. The Association shall comply with the requirements of section 617.0832, Florida Statutes, and the disclosures required by section 617.0832, Florida Statutes, shall be entered into the written minutes of the meeting. Approval of the contract or other transaction requires an affirmative vote of two-thirds of all other directors present. At the next regular or special meeting of the members, the existence of the contract or other transaction shall be disclosed to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present. If the contract is canceled, the Association is only liable for the reasonable value of the goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

3) If the Board votes against the proposed activity, the director or officer, or the relative of the director or officer, must notify the Board in writing of his or her intention not to pursue the proposed activity or to withdraw from office. If the Board finds that an officer or a director has violated this subsection, the officer or director shall be deemed removed from office. The vacancy shall be filled according to general law.

4) A director or an officer, or a relative of a director or an officer, who is a party to, or has an interest in, an activity that is a possible conflict of interest, as described in subsection (1), may

attend the meeting at which the activity is considered by the Board and is authorized to make a presentation to the Board regarding the activity. After the presentation, the director or officer, and any relative of the director or officer, must leave the meeting during the discussion of, and the vote on, the activity. A director or an officer who is a party to, or has an interest in, the activity must recuse himself or herself from the vote. The attendance of a director or an officer with a possible conflict of interest at the meeting of the Board is sufficient to constitute a quorum for the meeting and the vote in his or her absence on the proposed activity.

5) A contract entered into between a director or an officer, or a relative of a director or an officer, and the Association, that has not been properly disclosed as a conflict of interest or potential conflict of interest as required by this section or section 617.0832, Florida Statutes, is voidable and terminates upon the filing of a written notice terminating the contract with the Board of directors which contains the consent of at least twenty percent (20%) of the voting interests of the Association.

6) As used in this section, the term “relative” means a relative within the third degree of consanguinity by blood or marriage.

## **ARTICLE XX - ASSOCIATION EMERGENCY POWERS.**

1) To the extent allowed by law, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), Florida Statutes, for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the locale in which the condominium is located, may exercise the following powers:

(a) Conduct Board meetings, committee meetings, elections, and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the condominium property or Association property or any other means the Board deems reasonable under the circumstances. Notice of decisions also may be communicated as provided in this paragraph.

(b) Cancel and reschedule any Association meeting.

(c) Name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

(d) Relocate the Association’s principal office or designate alternative principal offices.

(e) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

(f) Implement a disaster plan or an emergency plan before, during, or following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.

(g) Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the condominium property or Association property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

(h) Require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the condominium is located. Should any unit owner or other occupant of a condominium fail or refuse to evacuate the condominium property or Association property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

(i) Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board, determine whether the condominium property, Association property, or any portion thereof can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

(j) Mitigate further damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus or contagion, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the condominium property, even if the unit owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a unit.

(k) Contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible, but which are necessary to prevent further injury, contagion, or damage to the condominium property or Association property. In such event, the unit owner or owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by section 718.116, Florida Statutes, to enforce collection of the charges. Without limitation, such items or services may include water leaks and any damages resulting from water leaks, subsequent repairs, all reconstruction repairs, expenses of impacted and adjoining owner's units, the drying of units, the boarding of broken windows or doors, the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property, and the sanitizing of the condominium property or Association property, as applicable.

(l) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration of Condominium, Articles, or Bylaws of the Association, levy special assessments without a vote of the owners.

(m) Without unit owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Declaration of Condominium, Articles, or Bylaws of the Association.

2) The special powers authorized under subsection (1) shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the unit owners and the unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage, injury, or contagion and make emergency repairs.

3) Notwithstanding paragraphs (1)(f)-(i), during a state of emergency declared by executive order or proclamation of the Governor pursuant to section 252.36, Florida Statutes, an Association may not prohibit unit owners, tenants, guests, agents, or invitees of a unit owner from accessing the unit and the common elements and limited common elements appurtenant thereto for the purposes of ingress to and egress from the unit and when access is necessary in connection with:

(a) The sale, lease, or other transfer of title of a unit; or

(b) The habitability of the unit or for the health and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the unit. Any such access is subject to reasonable restrictions adopted by the Association.

#### **ARTICLE XXI – VALIDITY.**

If any Bylaw, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other Bylaw, rule or regulation.

#### **ARTICLE XXII – ADDITIONAL RECREATIONAL FACILITIES.**

Article XXVII of the Declaration of Condominium entitled "Additional Recreational Facilities", as the same is constituted from time to time, is incorporated herein by reference as if fully set out herein. The Association has or shall have all the power and authority necessary to effectuate the letter and intent of that Article XXVII and to enter into, ratify and join in amendments to any contract, lease or other undertaking referred to therein. This Article XXII of these Bylaws shall not be amended except in accordance with the provisions of the Declaration of Condominium pertaining thereto, and in particular any provisions of said Article XXVII of the Declaration which shall pertain thereto and nothing herein shall be construed to limit the power or authority of the corporation to enter into any lease, contracts or undertakings contemplated by Article XXVII of the Declaration, it being the intention of this Article XXII of these Bylaws to parallel and not to restrict the power and authority of the corporation in regard to acquiring recreational facilities as the same are contemplated by the aforementioned Article of the Declaration.

**ARTICLE XXIII – CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF CONDOMINIUM.**

These Bylaws and the Articles of Incorporation of the Association shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration of Condominium.

-----