

This instrument was prepared by
and should be returned to:
Lindsay E. Raphael, Esq.
1001 W. Yamato Rd, Suite 401
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF ALBERTA-BEALE, INC.**

The undersigned, as the Secretary of Alberta-Beale, Inc. (the "Corporation") certifies that the attached is a true and accurate copy of the Amendment to the Bylaws of Alberta-Beale, Inc. (the "Bylaws"), duly adopted at a meeting of the stockholders of the Corporation duly called and held on July 25, 2022 by a majority vote in number of the holders of the outstanding stock of the Corporation. The Amendment shall be effective upon the recording of the Amendment in Palm Beach, Florida.

IN WITNESS WHEREOF, the undersigned being the Secretary of this Association, has executed this Amendment to the Bylaws this 25TH day of July, 2022.

WITNESSED:

Josana St Hilaire
Witness
Josana St Hilaire
Printed Name of Witness

Marie Narcisse
Witness
MARIE NARCISSE
Printed Name of Witness

Alberta-Beale, Inc.

By: [Signature]
Print Name: Lisa Quillian
Its: Secretary

ACKNOWLEDGMENT

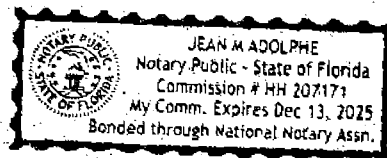
STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25th day of July, 2022, by Lisa Quillian, as Secretary of Alberta-Beale, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

Jean Adolphe
Print Name: Jean M Adolphe
NOTARY PUBLIC, State of Florida
My Commission Expires:

12/13/2025

(NOTARY SEAL)



AMENDED AND RESTATED BY-LAWS
OF
ALBERTA-BEALE, INC.

A corporation for profit organized
under the laws of the State of Florida

1. Principal Office. The principal office of the Association is 90 SE 5th Avenue, Delray Beach, FL 33483, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept within 45 miles of the Association's property.
2. Fiscal Year. The fiscal year of the Association shall be the calendar year.
3. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation For Profit," and the year of incorporation.
4. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." Alberta-Beale, Inc. shall be referred to as "Association" or "Cooperative". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Proprietary Lease for Alberta-Beale (collectively, the "Governing Documents"), unless herein provided to the contrary, or unless the context otherwise requires.
5. "Common Areas" means the portions of the cooperative property not included in the units. The Common Areas includes within its meaning the following:
 - a. The cooperative 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 areas.
 - 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 areas.
 - e. Any other part of the cooperative property designated in the cooperative documents as common areas.
6. Apartments and Units. The term "apartments" and "Units" may be used interchangeably. The term apartment and Units shall mean a part of the cooperative property which is subject to exclusive use and possession.
7. Membership. Membership in this Corporation shall be limited to owners of Units in Alberta-Beale, Inc. who have purchased capital stock in the Corporation as evidenced by the stock certificate(s). Upon the transfer of a stock certificate, either voluntarily in

accordance with these Bylaws, or by operation of law, the transferee shall become a member of the Corporation if all the requirements for membership have been met. If the stock certificate is vested in more than one person, all of the persons owning the stock certificate shall be eligible to hold office, attend meetings and act as full members of the Corporation, but as hereafter indicated, the vote of a stock certificate shall be cast by the "voting member" and each Unit shall be entitled to only one (1) vote regardless of how many stockholders own the Unit or the percentage of stock held.

8. Members.

- a. Annual Meeting. The annual meeting of the shareholders shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. The term "Unit Owner" shall be defined to mean a natural person holding a stock certificate for the ownership of capital stock in the corporation as well as holding a Proprietary Lease.
- b. Special Meetings. Special meetings of the shareholders shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association and must be called by the President or Secretary upon receipt of a written request from a majority of the voting members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Cooperative Act.
- c. Notice of Meeting; Waiver of Notice.
 - i. Electronic transmission means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples include, without limitation, facsimile transmission of images, and text that is sent via electronic mail between computers.
 - ii. In all situations where notice is given to either the Association or to Unit Owners, delivery of such notice shall be deemed to include delivery by electronic transmission, except that electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part of a recall of Board Members.
 - iii. Notice of shareholders' meetings, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President

or Secretary. A copy of the notice shall be posted at a conspicuous place on the Cooperative Property at least fourteen (14) continuous days prior to the members' meeting. The notice of the members' meeting shall also be sent by mail (or any other method of delivery pursuant to the Cooperative Act) to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the members' meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, no more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

- iv. In lieu of or in addition to the physical posting of notice of any meeting of the Board of Directors or the members on the Cooperative Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television serving the Association. The notice and the agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.
- v. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- vi. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the members' meeting were mailed, e-mailed, or hand delivered in accordance with this Section and the Cooperative Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.
- vii. Notwithstanding anything to the contrary contained herein, if a scheduled meeting is for the purpose of electing a member or members of the Board of Directors of the Association, the Association shall, not less than 60 days before the scheduled elections, mail or deliver to each owner entitled to vote, a first notice of the date of the election, and the Association shall also mail or deliver a second notice of the date of the election not less than 14 days and no more than 34 days prior to the election.

d. Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of a majority of the Voting Members.

e. Voting.

i. Number of Votes. The owner of each stock certificate shall be entitled to one vote. A stock certificate shall be given upon the purchase of each unit under one proprietary lease. One proprietary lease result in one stock certificate. If an owner owns more than one stock certificate (i.e., has more than one proprietary lease), he shall be entitled to one vote for each proprietary lease (the vote is not based on the number of shares of stock held by the owner but rather based on one vote per one proprietary lease. No natural person or family unit, either directly or indirectly, may own more than four (4) stock certificates or more than four (4) proprietary leases at any one time. The vote of a Unit shall not be divisible. Only natural persons may own a stock certificate. Entities and trusts are prohibited from owning stock certificates in this Corporation with the exception of the Association which may own Units in its corporate name. The Association shall be exempt from the restrictions set forth in this Paragraph and shall be permitted to own a Unit in the Association's name and shall not be limited as to how many proprietary leases or stock certificates it may hold, whether obtained through a foreclosure, judicial sale, deed in lieu of foreclosure or otherwise.

ii. Majority Vote. The acts approved by a majority of the Voting Members present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Proprietary Lease, the Articles or these By-Laws.

iii. Designation for Voting Member.

1. A Unit Owner or Unit Owners of a single Unit shall collectively be entitled to one (1) vote which vote shall be cast by the voting member (the "Voting Member"). If a Unit is owned by more than one natural person, a voting certificate shall be on file with the Secretary of the Association as explained hereinbelow. If there is no voting certificate on file with the Association, the vote of the Unit shall not be counted in determining presence of a quorum or for any purpose requiring the approval of the person entitled to cast the vote for the Unit except if said Unit is owned jointly by married couples and domestic partners. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. A person or entity owning more than one Unit may be designated as a Voting Member for each such Unit which he, she or it owns but shall not be entitled to have a controlling interest or seat on the Board.

2. If a Unit is owned by one person, that person's right to vote shall be established by the record title to that Unit. If a Unit is owned jointly by married couples and domestic partners the following provisions are applicable: (a) they may, but they shall not be required to, designate a voting member; (b) if they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; or (c) where they do not designate a voting member, and only one of them present at a meeting, the person present may cast the Unit's vote.
3. If a Unit is owned by more than one person who is not married or in a domestic partnership, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Unit Owners of the Unit filed with the secretary of the Association.
4. Business entities shall not be permitted to own capital stock in the Corporation or occupy a Unit as of the recording date of these Amended and Restated Bylaws.

f. Proxies.

- i. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit, name the person(s) voting by proxy and the person authorized to vote for such person(s). Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by resignation, or otherwise.
- ii. Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form adopted by the Florida Division of Condominiums, Timeshares, and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirement other than the financial report for the preceding fiscal year and any other financial reporting requirements under Section 718.104 of the Cooperative Act, as

amended from time to time; for votes taken to amend the Association governing documents; and any other matter for which Chapter 719, Florida Statutes, requires or permits a vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board members provided, however, that Unit Owners may vote in person or by limited proxy, to fill a vacancy on the board caused by recall of a board member elected by Unit Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

- g. Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- h. Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
 - i. Ballots not yet cast shall be collected;
 - ii. Call to order by President;
 - iii. Appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - iv. Appointment of inspectors of election;
 - v. Election of Directors;
 - vi. Proof of notice of the meeting or waiver of notice;
 - vii. Reading of minutes;
 - viii. Reports of officers;
 - ix. Reports of committees;
 - x. Unfinished business;
 - xi. New business;
 - xii. Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- i. Minutes of Meeting. The minutes of all members' meetings shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- j. Action Without a Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the Cooperative Action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.
- k. Unit Owner Participation. Unit Owners shall have the right to participate in members' meetings with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to reasonable rules adopted by the Association.

9. Directors.

- a. Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the Board, provided, however, that the number of Directors shall always be an odd number. Directors are not required to be Unit Owners.
- b. Election of Directors. The election of Directors shall be conducted in the following manner:
 - i. Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
 - ii. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery, to each Unit Owner entitled to a vote, a first notice of the annual meeting and the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of directors shall give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall then mail or deliver

a second notice of the annual meeting and election at least fourteen (14) days and no more than thirty-four (34) days prior to the meeting, which notice must include an agenda, to all Unit Owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which may be furnished by the candidate not less than thirty- five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association.

- iii. The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many directors as there are vacancies to be filled. The entire membership shall vote for all of the Directors. No Unit Owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid, except for a Unit Owner who needs assistance in voting due to blindness, disability, or inability to read or write.
- iv. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order for the election to be valid.
- v. There are no nominating committees, no slates of directors, no nominations from the floor, and no write-in candidates permitted. Any unit owner who indicates an interest in running must be placed on the ballot. Election and balloting are not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the Board.

10. Vacancies and Removal.

- a. Except as to vacancies resulting from removal of Directors by members through a recall procedure, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum.
- b. Any Director elected by the members may be removed by concurrence of a majority of the votes of all the voting interests pursuant to the recall procedures set forth in 719.106 of the Florida Statutes, as amended from time to time.
- c. If a vacancy occurs on the Board as a result of a recall 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 in these By-Laws. 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 by members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the members at the meeting. If the recall occurred by agreement in writing or by written ballot, members may vote for replacement

directors in the same instrument in accordance with procedural rules adopted by the Division.

- d. If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Association lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Cooperative Property, a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Director and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.
11. Term. The Directors shall serve for a one (1) year term. Directors shall hold office until their successors have been elected and have qualified, or until they are removed in the manner elsewhere provided.
12. Organizational Meeting. The organizational meeting of newly elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and shall be noticed as provided in Section 10, or without further notice if so permitted by law.
13. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Cooperative Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Unit Owners shall have the right to attend and the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board subject to rules adopted by the Division. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each Director present shall be recorded in the minutes.
14. Special Meetings.
 - a. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, electronic transmission, telephone or telegraph, which notice shall state the time, place and

purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Cooperative Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the minutes.

- b. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Cooperative Property not less than fourteen (14) days prior to the meeting.

15. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by said Director of notice.

16. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Proprietary Lease, the Articles or these By-Laws.

17. Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

18. Joinder in Meeting by Approval of Minutes.

- a. The joinder of a Director in the Cooperative Action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum or as a vote for or against the Cooperative Action taken at the meeting. A board member may attend a meeting by telephone conference, and in such event, his or her presence by telephone conference may be counted toward obtaining a quorum, and he may vote by telephone.

- b. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the Cooperative Action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes.
19. Action Without a Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required to be taken at any regular or special meeting of the Board of Directors, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the Cooperative Action so taken, shall be signed by all of the members of the Board.
20. Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
21. Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- a. Roll Call of the Board members;
 - b. Proof of due notice of meeting;
 - c. Reading and disposal of any unapproved minutes;
 - d. Reports of officers and committees;
 - e. Election of officers;
 - f. Unfinished business;
 - g. New Business;
 - h. Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

22. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
23. Committees. The Board may by resolution create committees and appoint persons to such committees and vest in such committees such powers and responsibilities, as the Board shall deem advisable. Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Cooperative Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

24. Powers and Duties. The Board of Directors shall have the powers and duties granted to it by law, the Proprietary Lease, the Cooperative Act (as amended from time to time), Chapter 617 of the Florida Statutes (as amended from time to time), the Articles, and these By-Laws necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Proprietary Lease, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- a. Operating and maintaining the Cooperative Property.
- b. Determining the expenses required for the operation of the Association.
- c. Employing and dismissing the personnel necessary for the maintenance and operation of the Cooperative Property.
- d. Adopting and amending rules and regulations concerning the details of the operation and use of the Cooperative Property (including the Common Areas).
- e. Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- f. Purchasing, leasing or otherwise acquiring property in the name of the Association or its designee.
- g. Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- h. Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.
- i. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- j. Obtaining and reviewing insurance for the Cooperative Property.
- k. Making repairs, additions and improvements to, or alterations of, the Cooperative Property, and repairs to and restoration of the Cooperative Property, in accordance with the provisions of the Proprietary Lease after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- l. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.

- m. Levying reasonable fines in accordance with the Cooperative Act, as amended from time to time, against appropriate Unit Owners for violations by the Unit Owner(s), their occupants, tenants, guests, licensee, or invitee of the Proprietary Lease, these By-Laws or the rules and regulations established by the Association. No fine shall exceed the highest amount permitted under the Cooperative Act (as it may be amended from time to time), however, a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall not exceed the aggregate maximum permitted under the Cooperative Act. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee.
- n. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Cooperative Property or the acquisition of property and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Unit Owners of at least a majority of the Proprietary Lease represented at a meeting, either in person or by proxy, at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$50,000.00; provided, that the Association shall not be prohibited in borrowing money if such money is necessary for the Board to carry out its duties with respect to maintenance, repair and replacement of the Common Elements.
- o. Acquiring and conveying Cooperative Property for the purposes of providing utility easements, right-of-way expansion or other public purpose whether negotiated or as part of the eminent domain procedure which authority can be exercised by the Board of Directors without approval of the Unit Owners.
- p. Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- q. Exercising (i) all powers specifically set forth in the Proprietary Lease, the Articles, and these By-Laws and in the Cooperative Act, as amended from time to time, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation for profit.

25. Officers.

- a. Executive Officers. The initial executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their

powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

- b. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an Association.
 - c. Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of a Association and as may be required by the Directors or the President.
 - d. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an Association and as may be required by the Directors or the President.
 - e. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
 - f. Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.
26. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
27. Resignations. Any Director or officer may resign his post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to

make it effective. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such Director or officer.

28. Fiscal Management. The provisions for fiscal management of the Association set forth in the Proprietary Lease and Articles shall be supplemented by the following provisions:

a. Budget.

- i. Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association (as provided for in the Proprietary Lease or the Bylaws), determine the amount of Assessments (collectively, the "Assessments") payable by the Unit Owners to meet the expenses of such Association and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Proprietary Lease. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include items for which the deferred maintenance expense or replacement cost exceeds \$10,000.00 or other amount, as provided in the Cooperative Act, as amended from time to time. The amount of reserves shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote of those present at a duly called meeting of the Association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of those Voting Members present at a duly called meeting of the Association.
- ii. The adoption of a budget for the Association shall comply with the requirements hereinafter set forth:
 1. Notice of Meeting of the Association Common Expenses. A copy of the proposed budget of Association Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

2. Special Membership Meeting. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board upon written application of 10% percent of the voting interests to the Board, shall call a special meeting of the Unit Owners within 30 days, upon not less than 10 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget, the adoption of which requires a vote of not less than a majority of all the 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.
 3. Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Cooperative Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Cooperative Property.
- b. Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least thirty (30) days prior to the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not adopted as required, Assessments shall be presumed to have been adopted in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by an amendment to the budget. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- c. Proportionate Share of Assessments. Each Unit Owner shall be assessed with that proportion of total estimated net cost which the shares of stock that the Unit Owner owns in the Association bears to the total number of its outstanding shares.

- d. Special Assessments. The specific purpose or purposes of any special Assessment, including emergency assessments that cannot be paid from the annual Assessment for Common Expenses, as determined by the Board of Directors, shall be set forth in a written notice of the Assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the time and in the manner that the Board may require in the notice of the Assessment. The funds collected under a special Assessment shall be used only for the specific purpose or purposes set forth in the notice. On completion of the specific purpose or purposes, however, any excess funds shall be considered Common Surplus.
- e. Late Assessments. Assessments not paid within ten (10) days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner, in such amount as the Board may determine from time to time; provided, however, that such late charge shall not exceed the maximum amount allowed under the Cooperative Act, as it may be amended from time to time.
- f. Depository. The depository of the Association shall be such bank or banks or financial institution(s) in the State of Florida federally regulated and insured as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. Reserve and operating funds of the Association shall not be commingled. The Association shall maintain separate accounting records for the Association and for each Cooperative operated by the Association. No manager or business entity required to be licensed or registered under Florida Statute 468.432, and no agent, employee, officer or director of the Association shall commingle Association funds with his, her, its or another Association's or entity's funds.
- g. Acceleration of Installments Upon Default. As an additional right and remedy of the Association, if a Unit Owner shall be in default in the payment of an installment of his Assessments after thirty (30) days' prior written notice to the applicable Unit Owners, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the budget year. The unpaid balance of the Assessments for the balance of the accelerated period shall be due and payable on the date the claim of lien is filed.
- h. Enforcement of Assessments. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Cooperative Act and in these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement

of any lien held by the Association. The Association has a lien on each Unit for any unpaid rents and Assessments, plus interest, and any administrative late fees. The Lien shall also secure reasonable attorney fees incurred by the Association incident to the collection of the rents and assessments or enforcement of such lien. The Association shall have the right and authority to foreclose such lien in accordance with the Cooperative Act.

- i. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the formula set forth in the Cooperative Act, or such greater amount as may be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.
- j. Transfers and Fees. The Board of Directors may impose a fee in connection with the approval of the assignment of a stock certificate and/or sublease of the Unit; provided, however, that no fee shall be charged in connection with an assignment, sublease or approval that exceeds the amount allowed under the Cooperative Act.
- k. Accounting Records and Reports.
 - i. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually.
 - ii. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.
 - iii. No later than 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, the appropriate financial statement as set forth Section 719.104(4) of the Florida Statutes. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Unit Owner.
- l. Application of Payment. All payments made by a Unit Owner shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

- m. Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

29. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the recorded deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting. The Association shall also maintain the electronic mailing addresses and numbers designated by Unit Owners for receiving notice sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

30. Amendments. These By-Laws may be amended in the following manner:

- a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting of the membership at which a proposed amendment is to be considered.
- b. Adoption. A resolution for the adoption of a proposed amendment to these By-Laws may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Any proposed amendment to these By-Laws must be made by ballot or by limited proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be by the affirmative vote of a majority of those Unit Owners present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established.
- c. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County,

31. Official Records. From the inception of the Association, the Association shall maintain a copy of those records considered official records of the Association pursuant to the Cooperative Act. The official records of the Association shall be maintained within the State of Florida within 45 miles of the Association. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with reasonable rules regarding the

frequency, time, location, notice and manner of record inspections and copying adopted by the Association. Inspections may only take place at the building in which the records are located and said records shall not be removed from said location. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

32. Disagreements; Disputes.

- a. Violations. In the event of a violation (other than the on-payment of an assessment) by a member or occupant of a unit of any of the provisions of these Bylaws, Rules and Regulations, the Proprietary Lease or the Cooperative Act, the Corporation, by direction of its Directors, shall notify the member of said breach by written notice, transmitted to the member at his unit by mail.
- b. Negligence or Willful Damage. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by such Unit Owner's negligence or willful action, or by that of any member of such Unit Owner's family or of such Unit Owner's guests, employees, agents, lessees, or invitees, but, in the event of damage caused by negligence, only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.
- c. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Proprietary Lease, the Bylaws, the Articles of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Cooperative Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance to sue in a court of law for damages or both, file an eviction action to evict an occupant and/or to impose any applicable fines and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance.
- d. Costs or Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Cooperative Act, the Proprietary Lease, the exhibits annexed hereto, or the rules from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.
- e. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenants, restriction or other provisions of the Cooperative Act, the Proprietary Lease, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

- f. Suspension of a Unit Owner's Right to Use Common Areas and Right to Vote. If a Unit Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit Owner's occupant, licensee, invitee or subtenant to use the Association Property until the monetary obligation is paid. This Section does not apply to limited Common Areas intended to be used only by that Unit, Common Areas that must be used to access the Unit, utility services provided to the Unit Owner, parking spaces or elevators. The Association may also suspend the voting rights of a Unit Owner due to such nonpayment of any monetary obligation and any other allowable reason under the Cooperative Act. Both suspensions end upon full payment of all obligations currently due or overdue the Association. If such a suspension of use and voting rights is imposed, the Association must impose the reasonable suspension at a properly noticed board meeting, and after the imposition of such suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, invitee or subtenant by mail or hand delivery.
 - g. Fines. The Association may levy fines in accordance with Cooperative Act, as amended from time to time.
 - h. Election of Remedies. All rights, remedies and privileges granted to the Corporation or a member pursuant to any terms, provisions, covenants or conditions of the Cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Cooperative Documents.
33. Indemnification. Every Director and officer of the Corporation shall be indemnified by the Corporation against all expense and liabilities, including attorneys' fees reasonably incurred by or imposed upon him or her in connection with any proceeding or settlement thereof in which the officer may become involved, by reason of his or her being or having been a Director or officer of the Corporation. This indemnification shall apply whether or not the individual is a Director or officer at the time such liabilities or expenses are incurred, except in cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement or reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or officer may be entitled.
34. Proprietary Leases and Stock certificates.
- a. Issuance. Stock certificates and Proprietary Leases shall be issued by the Corporation. A Proprietary Lease shall be issued to each member of the Cooperative.
 - b. Execution. All Proprietary Leases shall be signed by the President or Vice President and have the corporate seal affixed. Stock certificates shall be signed by

the President and Secretary and shall have the corporate seal affixed. All Proprietary Leases shall be recorded in the Public Records.

- c. Form of Proprietary Leases. The form of the Proprietary Lease (or assignment thereof) from time to time shall be determined by the Board of Directors.
 - d. Form of Stock certificate. The form of the stock certificate shall be determined by the Board of Directors.
 - e. Transfers/Assignments. Transfers of stock certificates shall be made only on the books of the Corporation. The transfer of the existing Proprietary Lease shall be reflected by an assignment recorded in the Public Records which shall be joined in by the transferring Member. The Corporation shall execute a consent to the assignment of the Proprietary Lease. All transfers are subject to these Bylaws and the form of the Proprietary Lease. The prospective member shall also sign an assumption and acceptance of assignment of lease whereby the prospective member agrees to perform all covenants and conditions of the Proprietary Lease after the effective date of the assignment and agrees to be bound by the Bylaws and the rules and regulations as established by the Corporation. The prospective member (the assignee) must further agree to assume any or all obligations arising in the future with reference to any assessment which may be levied against said Unit by the Corporation.
 - f. Votes. Each Proprietary Lease and related stock certificate shall entitle the holder to one vote in the meetings of the Corporation regardless of how many shares of stock a member holds. There shall be a maximum of 305 shares of stock.
 - g. Liens. The Corporation shall have a first lien on all of the Proprietary Leases and stock certificates in the name of each Member for assessments and debts due the Corporation by such member.
35. Use Restrictions. The use of the Property of the Cooperative and the Units shall be in accordance with the Bylaws and the following provisions.
- a. Sublease; Sale; Approval of New Member.
 - i. No Unit Owner may lease, sublease or convey any interest in a Unit, transfer a stock certificate and/or sell the Unit Owner's stock without the prior written approval of the Board of Directors. A Unit Owner intending to make a bona fide sale, sublease, gift or conveyance of his or her Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended subtenant or transferee and such other information concerning the intended subtenant or transferee (and all intended occupants) as the Association may reasonably require, including a copy of the sublease, purchase contract or other conveyance documents. The Association shall have the right to require a background check (including criminal history, prior residential history, credit and financial history) of the subtenant, transferee and/or occupants 18 years or older. All subtenants, transferees and occupants

18 years or older must be approved and screened prior to the transferee and/or occupant resides in the Unit and purchases the stock and obtains a stock certificate. Within no more than 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed subtenant, transferee and the sale of the transferee's stock. If approved, the approval shall be stated in a certificate executed by the President and one of the other officers of the Board and shall be delivered to the subtenant or transferee, as applicable. If the Association disapproves a proposed sublease or assignment of stock a new member, the Association shall send the Unit Owner a statement indicating such disapproval and the sale or transfer shall not be closed or the sublease shall not be entered into. Any sublease, sale, transfer or closing on a Unit made in violation of this Section shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized person(s) in possession of the Unit. The sublease or rental shall not release the Unit Owner from any obligation under the Bylaws, Articles or Proprietary Lease or the Association's rules and regulations. Regardless of whether or not expressed in the applicable sublease, if any, all Unit Owners shall be jointly and severally liable with their subtenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the subtenant or for the acts and omissions of the subtenant(s) or occupant(s) (whether or not subject to a sublease) which constitute a violation of, or non-compliance with, the provisions of this Proprietary Lease, Bylaws, Articles and of any and all rules and regulations of the Association. The Association shall be entitled to reimbursement of all reasonable attorneys' fees and costs incurred by enforcing this Section.

- ii. The Association shall have the power to adopt and amend the Association's reasonable rules and regulations with respect to the approval of prospective purchasers or transferees of a Unit (including existing Unit Owner who desire to purchase a Unit) and the factors that will be used by the Association to determine whether to approve the subtenant, prospective purchaser or transferee. The Association shall not have a duty to provide an alternate person to purchase the stock or sublease the Unit nor shall it assume any responsibility for the denial of an assignment of Proprietary Lease application if the denial is based upon, including without limitation, any of the following factors:
 1. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or theft or destruction of property; a felony demonstrating dishonesty or moral turpitude; any criminal offense involving illegal drugs, or any criminal offense involving sexual battery, sexual abuse or lewd and lascivious behavior.
 2. The sale, assignment, transfer, ownership, or the application for approval, on its face, or the conduct of the applicant (including all proposed

occupants), reasonably indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Proprietary Lease, Articles, Bylaws or the Association's rules and regulations or that the sale, ownership or transfer, if approved, would result in a violation of the Proprietary Lease, Articles, Bylaws or the Association's rules and regulations.

3. The person seeking approval (including all occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her criminal history; conduct in other residences, social organizations or associations, or by his or her conduct in this Association as an occupant of a Unit.
 4. The person seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner, has materially misrepresented any fact or information provided in the application or screening process; has failed to pay any transfer or approval fee or any payment made has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide or refused to release the Association the background
 5. The person seeking approval (including all proposed occupants) is financially unable to meet the obligations that are incumbent upon an owner in the Association; the purchase of the Unit is beyond the financial ability of the person seeking approval; or inquiring in the financial responsibility of the person seeking approval indicates an inability to afford the mortgage, Assessments and/or other membership and Unit Owner obligations with respect to the Unit and the Cooperative.
- b. Right of First Refusal. A Unit Owner intending to make a bona-fide sale of the Unit Owner's shares of stock and the transfer of a Unit Owner's proprietary lease must give the Board of Directors notice of that intention together with an executed copy the contract or contracts (if selling more than one proprietary lease) with the name and address of the intended purchaser, the price, terms and conditions, if any. If a Unit Owner is selling more than Unit that is subject to a proprietary lease, there must be a separate contract for each Unit and each Unit shall be subject to this right of first refusal. Upon receipt of this information, the Association shall provide to the current Unit Owners via e-mail the terms and conditions of the proposed purchase contract(s), and within ten (10) days of the date of the email, any Unit Owner desiring to invoke his or her right of first refusal and purchase the Unit (or Units if multiple Units are for sale) directly must notify the Association and the purchase must be on the same terms and conditions as in the contract as presented with the exception of financing terms as the Unit Owner may choose to purchase the Unit with cash instead of obtaining financing. In the event there is more than one Unit Owner wishing to purchase the Unit subject to the contract, then first preference will be given to the first Unit Owner who notifies the Association in

writing via email of their interest to purchase the Unit no later than (10) days after receipt of the notice. Any current Unit Owner who desires to purchase a Unit by invoking his or her right of first refusal, must go through the application and approval process the same as any other sale under this Section 35.

- c. Residential Use and Occupancy. Each of the Units shall be occupied and used as a single-family residence only, and not for business, commercial or other purposes. Stock certificates and ownership of stock in the Corporation can only be owned by a natural person. Entities shall not be permitted to own capital stock in the Corporation or occupy a Unit as of the recording date of these Amended and Restated Bylaws. Capital stock owned by a natural person may only be occupied by the following persons, and such persons' Immediate Family Members, provided that the Unit Owner or other permitted occupant must reside with his/her Immediate Family Member: (a) the individual Unit Owner, or (b) permitted occupants under an approved sublease of the Unit, as the case may be. Occupants of an approved sublease must be the following persons and such persons' Immediate Family Member who reside with them: (A) an individual subtenant, Immediate Family Member of the subtenant, married couples or domestic partners who is an approved subtenant. Any guest of a Unit Owner or approved subtenant may not occupy the Unit more than thirty (30) days in any three (3) month period without having to go through the sublease approval process set forth in these Bylaws.
- d. "Immediate Family Member" means the Unit Owner's spouse, same-sex spouse, domestic partners married couples, children, parents, grandparents, siblings or the children, parents, grandparents and siblings of the Unit Owner's spouse. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board, a person(s) occupying a Unit for more than thirty (30) days in any three (3) month period without the Unit Owner or a member of his/her family being present shall not be deemed a guest but, rather, shall be deemed a subtenant for purposes of these Bylaws (regardless of whether a sublease exists or rent is paid) and shall be subject to the provisions of these Bylaws which apply to subtenants. Any guest who resides in a Unit without the Unit Owner being present for more than 30 days must be registered with and approved by the Association. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section and the Board, shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose. Any occupant or subtenant in violation of Section 36 may be evicted by the Association and such costs and attorney's fees shall be considered an assessment against the Unit and subject to a lien and foreclosure in the same manner as any other assessment levied by the Board.
- e. Sale of Entire Cooperative Complex. The sale of entire cooperative complex may not be sold without the approval of 2/3s of the Voting Members.

36. Pets. Pets are prohibited to reside in the Units or be on Association property, except as required under applicable law with respect to service animals and emotional support

animals. Any request for a reasonable accommodation as an exception to the pet rules must comply with applicable law.

37. Parking Spaces. In addition to any other language in the Proprietary Lease and/or these Bylaws, the Parking Spaces available to the Units is addressed in Resolution No. 1 attached hereto as Exhibit "A" and made a part hereof.
38. Nuisance. No nuisances shall be allowed upon the Association Property; and no use or practice which is an unreasonable source of annoyance to residents, or which shall interfere with the peaceful possession and proper use of the Association Property and the Units by its residents shall be permitted. All parts of the Association Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Areas which will increase the rate of insurance upon the Cooperative Property.
39. Lawful Use. No improper, offensive or unlawful use shall be made of the Association Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Association Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.
40. Use of Flammables. No flammable, combustible or explosive fluids, chemicals or other substances or propane tanks may be kept in any Unit or on the Common Areas. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any balcony. However, if any barbeque grill is initially installed on the roof top patio by the Declarant, such barbeque grill or a replacement of similar type and manufacture shall be permitted.
41. Association Responsibility. The Association shall be responsible for the maintenance, repair and/or replacement of the outside of the Cooperative building, the Common Areas, and the lawn, the cost of which shall be a common expense of the Association. The Association shall also be responsible for the maintenance, repair and replacement for the Cooperative Property as set forth in the Proprietary Lease.
42. Specific Unit Owner Responsibility.
 - a. The Unit Owners shall be responsible for maintaining, repairing and replacing, at the Unit Owner's sole cost and expense, any equipment, fixtures or other items of property which service a particular Unit (except the portions to be maintained, repaired or replaced by the Association pursuant to the provisions hereof and the Proprietary Lease) as well as all interior portions of the Unit that are not required to be repaired, maintained or replaced by the Association.
 - b. Each Unit Owner shall maintain, repair and replace the air-conditioning and heating systems servicing a Unit, at his own expense, any portions of such systems servicing the Unit and contained within the Unit, including but not limited to, filters, air handlers, compressors, condensers, motors, fans and all related parts.

- c. Unit Owners shall not decorate or change the appearance or color of any portion of the exterior of the building including, without limitation, entry doors to the Unit, and a Unit Owner shall secure the prior written approval of the Association with respect to the color, type of material, setting material and other product and installation specifications.

- 43. Additions Alterations or Improvements by the Association. Whenever in the judgment of the Board, the Common Areas, or any part thereof, shall require material additions, material alterations, or capital improvements (collectively, "Material Alteration") (as distinguished from maintenance, repairs and replacements) costing in excess of Twenty Thousand Dollars (\$20,000.00) per Material Alteration, the Association may proceed with such Material Alteration only if the making of such Material Alterations shall have been approved by no less than a majority of those Voting Members, present in person or by proxy, at a meeting called for that purpose at which a quorum is attained. Any such Material Alterations to such Common Areas, or any part thereof, costing Twenty Thousand Dollars (\$20,000.00) or less per Material Alteration may be made by the Association without the approval of the Voting Members. The cost and expense of any such Material Alterations to such Common Areas shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The foregoing approval or restrictions shall in no event apply with respect to expenses and costs incurred in connection with the maintenance, repair or replacement of the Common Areas or Association Property.
- 44. Conflict. If conflict arises among the Proprietary Lease, the Bylaws, the Articles of Incorporation, the Bylaws control.
- 45. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders and entities.
- 46. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

EXHIBIT "A"
PARKING SPACES

ALBERTA BEALE, Inc.
Resolution No. 1. (Added to
to By-Laws)

PARKING SPACES

1. Whereas there are nine(9) apartments in the subject complex and whereas there is presently only adequate space for seven (7) cars on a "slant" basis (to permit easy ingress and egress), two (2) additional spaces are necessary to accomodate all apartments in the complex.

Therefore, to preclude the animosities that have existed in the past as to parking spaces, it is agreed that an additional space will be made available at the North end of the parking lot and the other space will have to be made by utilizing part of the space on the South side of the No. 5 apartment. Although all the ground is common ground to the Cooperative (on which everyone pays a share of taxes) no objection is made to the purchaser of Apartment No. 5 having exclusive use of the present enclosure, subject to their providing their own parking space therein. The Corporation will pay reasonable costs for the incorporation of both parking spaces in the overall system.

Parking has become a greater problem since the city permits only "limited" or "no parking" on the streets adjacent to the Corporation property.

Ruth Ann Ruelow
Alice Smith by R.A.R.
James F. Lott
James B. Tennyson
W. D. D. D.
L. W. D. D.
Loren Cardarelli
W. D. D. D.

October 19, 1984