

Prepared by and return to:
Backer Aboud Poliakoff & Foelster, LLP
The Arbor Suite 420
400 South Dixie Highway
Boca Raton FL 33432
(561) 361-8535

Certificate of Amendment to the Declaration of Restrictions and Protective
Covenants for Fifth Avenue Place Townhouses and the Articles of Incorporation
and Bylaws for Fifth Avenue Place Homeowners Association, Inc.

WHEREAS, the Declaration of Restrictions and Protective Covenants for Fifth Avenue Place Townhouses, the Articles of Incorporation and Bylaws for Fifth Avenue Place Homeowners Association, Inc. were recorded in the Public Records of Palm Beach County, Florida in Official Records Book 12211 at Page 741; and,

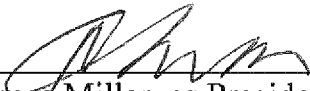
WHEREAS, at a duly called and noticed meeting of the membership of Fifth Avenue Place Homeowners Association, Inc., a Florida corporation, held on October 7, 2020, the aforementioned governing documents of the Association were amended pursuant to the provisions thereof.

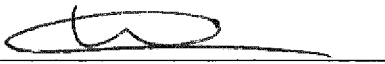
NOW THEREFORE, the undersigned hereby certify that the attached amendments to Declaration of Restrictions and Protective Covenants for Fifth Avenue Place Townhouses and the Articles of Incorporation and Bylaws for Fifth Avenue Place Homeowners Association, Inc. are true and correct copies of the amendments approved by the membership.

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 2 of 14

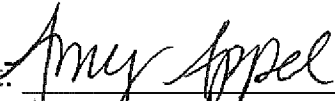
WITNESS my signature hereto this 9th day of October,
2020 at Boca Raton, Palm Beach County, Florida.


Fifth Avenue Place Homeowners Association, Inc.

By: 
James Miller, as President

Witness 1: 

Print Witness 1 Name:
Alexander Anderson

Attest: 
Amy Appel, as Secretary

Witness 2: 

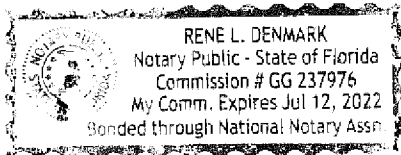
Print Witness 2 Name:
Shane S. Rabilly

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 3 of 14

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this October 9, 2020 by James Miller, President of Fifth Avenue Place Homeowners Association, Inc., Florida corporation, on behalf of the corporation. He is personally known to me or has produced Florida Driver License (type of identification) as identification.

[Notary Seal]



Rene L. Denmark

(Signature person taking Acknowledgment)

Rene L. Denmark

(Name typed, printed or stamped)

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 4 of 14

**Amendments to the Declaration of Restrictions and Protective Covenants for
Fifth Avenue Place Townhouses**

New language is underlined and deleted language is overstricken.

Article III, Section 6:

Section 6. Unit Maintenance

A. By the Association. The Association shall provide the routine maintenance of all lawn and landscape areas located within the Properties, including irrigation. The obligations of the Association as described herein shall extend only to the landscaping and irrigation as were originally installed by the Developer, or landscaping and irrigation which were approved and accepted for maintenance in accordance with the provisions of this Declaration.

In addition to the foregoing, the Association shall maintain, repair and replace, when determined to be necessary in the sole discretion of the Board, the roofs of the Units. Owners shall promptly notify the Association in writing of any water intrusion suspected to be from the roof and notify the Association in writing about any maintenance issues concerning the roof of their Unit. The Association shall have no liability for damages caused by any water intrusion related to the deficiencies in the roof or its maintenance. Owners shall be obligated to maintain insurance to cover their personal property and the interiors of their Unit from damage from water intrusion.

Owners shall be liable for repairs to the roof when the repair is necessary due to the negligent or intentional acts of the Owner or where the repair is necessary due to work performed on the roof by the Owner or his agent.

The Association obligation to replace maintain, repair an replace the roofs shall not include an obligation by the Association to make repairs or replace any roof which was damaged as a result of a casualty (fire or windstorm, for example, without limitation) unless the Association has purchased insurance that specifically covers such casualty pursuant to its right under Article IV of this Declaration.

The Association's obligation to maintain the roofs shall commence only after a resolution of the Board of Directors is adopted following the approval of this amendment and after its recording of this amendment among the Public Records of Palm Beach County, Florida. Upon the adoption of such a resolution, notice of its adoption shall be provided to each Member.

The Association shall provide routine, exterior painting of the Units at intervals determined within the sole discretion of the Board. The paint color or colors chosen for the exterior surfaces of the Units shall be selected by the Board in its sole discretion.

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 5 of 14

B. By Owners. Each owner shall keep and maintain his Unit in a good, safe, clean, neat and attractive condition in accordance with this Declaration and in good condition and repair at all times. In particular, the exterior of each residence building including but not limited to, ~~roof,~~ walls, windows, patio areas, pools, screening, awnings, outdoor lighting, walks, driveways, landscaping (including shrubs, side, and trees), mailboxes and newspaper boxes shall be maintained in good and functional condition and repair and in a neat and attractive manner, in accordance with rules or specifications promulgated from time to time by the Association and/or the Architectural Control Board. ~~All painted areas on the exterior of a residence shall be painted as reasonably necessary with colors which are harmonious with other residences within the Properties, and no~~ No excessive rust or other mineral deposits on the exterior of any residence from the irrigation system, ~~peeling of paint or discoloration of same~~ shall be permitted. In the event that any Owner fails to maintain his Unit or fails to restore any improvements on his Unit within sixty (6) days of any casualty which damages or destroys such improvements, the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, to correct such condition and to enter upon such Unit to make such repairs or to perform such maintenance or restoration. The cost thereof shall be charged to the appropriate Unit and shall be an Assessment thereupon. The Owner of such Unit shall pay promptly all amounts due for such work, and the costs for collection may be added, at the option of the Board, to the Assessment as provided in Article IV hereof.

Article III, Section 9:

Section 9. Duty of Owners. An Owner's membership shall be established effective immediately upon such person becoming an Owner; however such new Member's rights shall not be effective until the new Member presents the Association with a copy of the recorded deed or other instrument of title to the Unit and pays a contribution to the Association's working capital in an amount equal to one sixth (1/6) of the annual Assessment then established and in effect at the time and Owner becomes a Member. It shall be the obligation of each Owner to provide the Association with a copy of such instrument as well as the name and address of the mortgagee(s) holding a mortgage against his Unit. The requirement to provide a copy of the recorded deed or other instrument of conveyance shall not apply to the Initial Owners (those Owners who were conveyed title by the Developer); however, Initial Owners shall still be required to provide the Association with the name and address of any mortgagee acquiring an interest in the Unit and to pay the aforescribed contribution to the Association's working capital. The working capital contribution may be used by the Board (or the Developer as the case may be) for any purpose it deems necessary or appropriate including the funding of day-to-day operational expenses of the

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 6 of 14

Association or the acquisition of additional equipment and/or services. Amounts paid into working capital are not Assessments and shall not be considered as an advance payment of Assessments and shall be collected in the manner provided in article IV hereof. The failure to pay the capital contribution to the Association as provided herein shall entitle the Association to record a lien against the Unit and collect the unpaid sum in the same manner as it is authorized to collect unpaid maintenance assessments pursuant to these covenants. The lien shall secure the unpaid sum due in addition to interest, costs and attorney's fees incurred in pursuing collection. A sale or conveyance, for purposes of this section, shall not be deemed to have occurred if title to a Unit is transferred from an existing owner to another for nominal consideration including a transfer to a trust of which the trustee is the same owner or a member of the owner's family or is otherwise a transfer made as a result of estate planning or for estate planning purposes. The capital contribution shall only be due from Owners who acquire title after the effective date of this amendment and any capital contributions which had not been paid prior to the effective date of this amendment are forgiven.

Article IV, Section 9:

Subordination of the Lien to Mortgage. The lien of the assessment provided in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessment. An institutional lender is defined as a state or federal bank or savings and loan association, and insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purpose of said mortgage, including the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to liability and lien of any assessment becoming due after such closure or conveyance in lieu of foreclosure. ~~Any unpaid assessments which cannot be collected as a lien against any Unit by reason of the provisions of this Section 9, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Units, including the Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.~~
Notwithstanding anything contained herein to the contrary, only a first mortgagee who acquires

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 7 of 14

title to a Unit shall be excused from paying assessments which came due prior to acquiring title. Nothing herein shall be construed to relieve a first mortgagee who acquires title from the obligation to pay the Association the lesser of twelve (12) months of unpaid assessments that came due immediately preceding the acquisition of title or one percent (1%) of the original mortgage amount as is currently required pursuant to Section 720.3085, Fla. Stat. (2019). If the referenced statute is amended to increase the amount of a first mortgagee's liability, the first mortgagee shall be liable for that increased amount. No statutory amendment which may effectively decrease a first mortgagee's liability shall alter a mortgagee's liability to the Association under this section. Any Unit Owner who was not the holder of a first mortgage who acquires title to a Unit at foreclosure sales held in the context of a mortgage foreclosure or any other public sale shall be liable to pay any and all unpaid assessments that came due prior to the date title was acquired in addition to all interest, costs, late charges and attorney fees which came due prior to taking title as well as those that were incurred subsequent to acquiring title and in collection of such sums.

Article IV, Section 11:

Section 11. Insurance.

A new Paragraph (7) shall be added as follows:

(7) Notwithstanding the Unit Owners' obligations to purchase insurance as described in Paragraph (5) hereof, the Board of Directors shall have the authority, within its sole discretion, to purchase a policy of insurance covering the entire structure of the buildings for full replacement value and shall use the proceeds of such insurance to pay for the cost to repair the casualty damage and rebuild the buildings if necessary. Any deductible which the Association must pay pursuant to the terms of such policy shall be a common expense of the Association payable by all owners in the same manner as other common expenses as otherwise set forth in this Declaration.

A unit owner is responsible for the costs of repair or replacement of any portion of the property not paid by insurance proceeds from a policy purchased by the Association if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer. To the extent the cost of repair or reconstruction for which the unit owner is responsible under this paragraph is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the unit owner, the Association shall reimburse the unit owner without the waiver of any rights of subrogation.

If the Board exercises its right to purchase insurance pursuant to the terms of this

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 8 of 14

Paragraph, the coverage must exclude all personal property within the unit and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. The risk of damage to such property and any insurance thereupon is the responsibility of the unit owner.

The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the each Owner to purchase and pay for insurance for his or her unit as to all such and other risks not covered by insurance carried by the Association.

Each Owner shall provide the Association with evidence of a currently effective policy of hazard and liability insurance upon request. The Owners' policy shall provide coverage for all of the property not covered by the Association's hazard policy. Upon the failure of an Owner to provide a certificate of insurance issued by an insurer approved to write such insurance in Florida within 30 days after the date on which a written request is sent to the Owner via certified mail, return receipt requested to the Owners' last known address (and to the unit), the Association may purchase a policy of insurance on behalf of an Owner. The cost of such a policy, together with any reconstruction costs undertaken by the Association, but which are the responsibility of the Owner, may be collected in the manner provided for the collection of assessments as set forth elsewhere in this Declaration, including the right to lien and foreclose. THE ASSOCIATION SHALL HAVE NO LIABILITY TO ANY OWNER OR OTHER RESIDENT SHOULD THE ASSOCIATION FAIL TO EXERCISE ITS RIGHT TO FORCE-PLACE INSURANCE AS PROVIDED HEREIN.

In the event the Board exercises its right to purchase insurance covering the entire structure of the buildings pursuant to the terms of this Paragraph, no later than sixty (60) days prior to the effective date of the policy, notice shall be sent by certified mail, return receipt requested to each Unit Owner indicating that the Association is purchasing such insurance so that the Unit Owners may make appropriate plans to cancel or change their existing policies. Similarly, should the Board choose to discontinue providing insurance pursuant to its right under the terms of this Paragraph, no later than sixty (60) days prior to the date of the policy's termination, notice shall be sent by certified mail, return receipt requested to each Unit Owner indicating that the Association is discontinuing such insurance so that the Unit Owners may make appropriate plans to purchase coverage or change their existing policies.

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 9 of 14

Article VI, Section 9:

Substantial re-wording of this section. See Amendment recorded at Official Records Book 20114, Page 0305 of the Public Records of Palm Beach County for current text.

Except for one sign which indicates the address number of the Unit and except for a single sign indicating the unit is available for sale or lease (and only while the unit is listed for sale or lease), no sign, placard or billboard of any kind shall be displayed to the public view on the Properties upon or from within any Unit.

Article VI, Section 11:

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any unit, except in accordance with this Section.

A. The keeping of a dog or other domestic ~~pet~~ animal within the Properties is not a right of a Unit Owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that ~~a pet an animal~~ is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of ~~a pet an animal~~ animal assumes liability for all damage to persons or property caused by the ~~pet animal~~ or resulting from its presence upon the Properties. Only dogs ~~weighing less than thirty (30) pounds,~~ cats or other typical and domestic household ~~pets~~ animals may be kept, subject to rules and regulations, and license of the Association. ~~Unless otherwise approved in writing, only~~ Only two (2) animals are ~~one (1) such permitted pet~~ shall be allowed to be maintained on or within a Unit at any one time.

* * *

(All other language of this Section which is not amended herein shall remain as currently worded.)

Article VI, Section 22:

Substantial rewording. See original governing documents for current text.

Article VI, Section 22:

A. No Owner may transfer any interest in a Unit by sale, lease, transfer, gift, inheritance or any other manner without the prior written consent of the Association through its Board of Directors or a committee appointed to consider such applications. Approval shall not be unreasonably withheld and shall be considered consistent with the provisions of this Section.

B. The consent of the Association that is required for the transfer of ownership of a Unit

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 10 of 14

shall be obtained in the following manner:

- a) A Unit Owner intending to sell or lease his Unit or any interest in it shall send by certified mail, return receipt requested to the Association at its principal place of doing business written notice of such intention, together with such information concerning the intended purchasers, a copy of the fully executed contract to sell and such other information as the Association may reasonably require. As a condition of the approval, the applicant and any proposed occupants may be required to consent to and pay for a background check. In the event the application is for a sale and the applicant(s) is(are) qualified to purchase as described in this Declaration, such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.
- b) A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall send by certified mail, return receipt requested, to the Association at its principal place of doing business, notice of the acquiring of its title together with such information concerning the Unit Owner as the Association may reasonably require, including a certified copy of the instrument evidencing the Owner's title.
- c) Within thirty (30) days after receipt of the requisite notice provided in subparagraphs a) and b) as the case may dictate and all information concerning the party that acquired title (pursuant to subparagraph b) or the proposed purchaser and all occupants/lessees that the Association may request and after an interview, if required by the Board or committee, the transaction shall be approved or denied. The decision shall be provided to the Unit owner in writing.
- d) Units intended to be owned or leased by corporations or other non-natural persons such as limited liability companies, trusts, for example and without limitation, must notify the Association of the names of the persons who will be authorized to reside in the Unit and shall be obligated to notify the Association in writing via certified mail, return receipt requested when any change in the authorized residents changes. Authorized residents may not be changed during the initial twelve (12) month period from the date the owner takes title and, after that period any more frequently than once per twelve month period. Proposed new residents must submit an application and be subject to screening and approval in the same manner as if the proposed new residents were proposed purchasers as provided in this Declaration. No guest may occupy the Unit for more than a total of thirty (30) days unless his occupancy has been submitted to the Association for approval in the same manner as would a proposed owner.
- e) The Association may charge a reasonable fee determined by the Board of Directors for processing the request for approval that is required herein. Notwithstanding anything to the contrary elsewhere in this Declaration, said fee shall be no less than \$100.00 and no higher than that which is allowed by Florida law.

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 11 of 14

C. The following circumstances shall be considered violations of this Declaration, shall disqualify an applicant and the Association may disapprove an application to lease or sell where any of the following circumstances exist. The following shall be construed as matters which disqualify an applicant from owning and residing in the community and shall not require the Association to provide a substitute purchaser:

1. There are any unresolved violations of the governing documents or rules by the Owner of the Unit to which the application relates. In the event the application is for a sale, the Board may, in its discretion, approve of a sale with existing violations if the prospective purchaser provides assurance to the Association in a manner sufficient to the Board (including the deposit of funds) that the violations will be promptly cured upon transfer of title;

2. The application reflects (or the Association otherwise discovers) that the applicant would, upon taking occupancy of the premises be in violation of any provision of the governing documents;

3. The owner is delinquent in the payment of any sums owed the Association whether said sums are in the form of a lien for delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the existing owner. In the event the application is for a sale, approval may be granted upon assurance from a closing agent that the amounts will be paid at closing;

4. Any proposed owner or occupant of the Unit is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another similar such list from another jurisdiction;

5. Any proposed owner or occupant of the subject Unit has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon; or

6. When the application is for a proposed sale, the purchaser intends to finance more than eighty percent (80%) of the contract purchase price.

D. No subleasing shall be permitted.

E. Leasing of units shall be limited to twice during any twelve month period. For purposes of determining when the period begins, the first day a lessee occupies the unit pursuant to a particular lease shall be the first day of the twelve month period. No unit may be leased for less than three consecutive months in a twelve month period.

F. Subject to an owner's access rights pursuant to Chapter 83, Florida Statutes, when a unit is leased, neither an owner nor his guests may use the common elements or association property which may be otherwise readily available for use by unit owners.

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 12 of 14

Article VI, Section 2
Section 2. Notices.

A. To Owners: Any notice required e sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed via first class mail, postage prepaid, to the last address of the person who appears as a Member or Owner on the records of the Association at the time of such delivery or mailing. The Association may provide notice by electronic transmission in a manner authorized by law to members who have consented to receiving notice by electronic transmission for meetings of the board of directors, committee meetings requiring notice 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.

**Amendments to the Bylaws for
Fifth Avenue Place Homeowners Association, Inc.**

New language is underlined and deleted language is overstricken.

Article IV Board of Directors

Section 1. Election. The directors of the Association shall be elected at the annual meeting of the Members as specified ~~in the Articles of Incorporation; these Bylaws.~~

a. Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given and for lawfully adjourned and reconvened meetings held within 90 days after the date of the original meeting.

b. All members of the Association are eligible to serve on the board of directors.

c. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the association is not eligible for board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the board.

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 13 of 14

d. No later than forty five (45) days prior to the annual meeting, Unit Owners shall be provided with a notice indicating the date, time and place of the annual meeting and election and requesting that those who wish to serve on the Board submit a Notice of Intent to Run form by a specific deadline. There shall also be nominations accepted from the floor at the annual meeting. In lieu of mailed notices, the notice provided in this section may be electronically transmitted to those owners who have provided either a facsimile number or email address to the Association and who have consented to receipt of notice electronically.

e. Thirty (30) days prior to the annual meeting and election, nominees may provide the Association with a single page 8.5" x 11" resume and statement of objectives with the Notice to Run. Each nominee's single page submission shall be distributed to the Owners with the proxies prior to the annual meeting.

f. If there are no more nominations than there are available seats, there will not be a need for an election and those nominated shall be elected by acclamation at the annual meeting.

g. Members may choose to vote by general proxy or may vote in person at the annual meeting on a ballot.

Article VI, Section 3 Meetings of Members

Section 3. Notices. Notices may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of the meetings, except as otherwise provided herein, shall be delivered to him at such address. Failure to so register shall release the Association from the requirement of sending notice of a meeting to such person. Except as to special meetings required by Section 5 hereof, notice of any meeting, regular or special shall be mailed or personally delivered at least days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided. Nothing herein shall be construed as to prevent a Member from waiving notice of a meeting of action by written agreement, and such waiver and action by written agreement is hereby expressly permitted. As an alternative to personal delivery and mail, the Association may provide notice by electronic transmission in a manner authorized by law to members who have consented to receiving notice by electronic transmission for meetings of the board of directors, committee meetings requiring notice 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.

CERTIFICATE OF AMENDMENT TO GOVERNING DOCUMENTS OF
Fifth Avenue Place Homeowners Association, Inc.
Page 14 of 14

Article XI, Section 4

Substantial rewording. See original governing documents for current text.

Section 4. If a Unit is owned by more than one (1) person, any among the owners may cast the vote of the unit either in person or by proxy. In the event the owners of a unit have a dispute among them concerning how to vote on any issue or more than one owner submits a proxy or ballot on any issue, the vote of their unit shall not be counted. If a unit is owned by a corporation, partnership, or other business entity, then any among the officers of the entity may cast the vote of the unit either in person or by proxy. In the event the officers of the unit have a dispute among them concerning how to vote on any issue or more than one officer submits a proxy or ballot on any issue, the vote of that unit shall not be counted.

Article XII, Parliamentary Rules, Roberts Rules of Order

Parliamentary Rules, Roberts Rules of Order (latest edition addition), shall be solely a guide for govern the conduct of the Association proceedings when not in conflict with the Declaration, Articles of Incorporation, or Bylaws, or the laws of the State of Florida. No deviation from such rules shall invalidate any other proper action of the Board of Directors or Association members.

**Amendments to the Articles of Incorporation of
Fifth Avenue Place Homeowners Association, Inc.**

New language is underlined and deleted language is stricken with hyphens.

Article V, Section 1. Management by Directors.

The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) and not more than ~~nine (9)~~ five (5) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. The number of directors for each subsequent Board shall be determined by the Board of Directors at a Board meeting by vote of the majority of directors present at a meeting called for that purpose prior to the date when the first notice of the Annual Meeting is to be sent to the Members. If no such meeting is held, the number of directors shall remain the same as the prior year's board. The Bylaws shall provide for meetings of directors, including an annual meeting.