

NOTICE OF SPECIAL MEMBERS' MEETING

FORT LAUDERDALE YACHT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

TO ALL MEMBERS:

On **Tuesday, July 28, 2026, at 5:30 p.m. in the Meeting Room at 341 N. Birch Road, Ft. Lauderdale, FL 33304, and Remotely via Zoom**, a Special Members Meeting of the Association will be held for the purpose of voting on proposed amendments to the Declaration of Condominium, Bylaws and Articles of Incorporation. A copy of the proposed amendments is enclosed with this Notice as Exhibit "A".

TO JOIN THE MEETING VIA ZOOM:

(PLEASE NOTE: PURSUANT TO FLORIDA STATUTES, THE ZOOM MEETING WILL BE RECORDED)

LINK: <https://zoom.us>

MEETING ID: 831 3362 1008

PASSCODE: 372 243

PHONE: +1 (305) 224-1968

The order of business for this Special Meeting is:

1. Call to Order.
2. Election of Chairman of the meeting.
3. Calling of the Roll and Certification of Proxies.
2. Certify Quorum.
3. Proof of Notice.
4. Vote on proposed amendments to the Declaration of Condominium, Bylaws and Articles of Incorporation.
5. Adjournment.

* * * * *

A majority of the members entitled to vote (a "quorum") must be present, in person or by proxy, at the meeting, in order for the business to be conducted. It is therefore **VERY IMPORTANT** that you either attend or provide a proxy.

Please note the following information about **PROXIES**:

A proxy is for the purpose of appointing another person to vote for you in the event that you might not be able to attend the meeting. It must be signed by all owners of the unit or the one among them that they designate on a voting certificate (see below). If you appoint a proxy and later decide you will be able to attend the meeting in person, you may withdraw your proxy when you register at the meeting.

Please note the following information about **VOTING CERTIFICATES**:

A voting certificate is for the purpose of establishing who is authorized to vote for a Unit owned by more than one person (except if husband and wife) or by a corporation or other entity. A voting certificate is not needed if the Unit is owned by only one person. A voting certificate is not a proxy and may not be used as such. A voting certificate must be signed by all of the owners of the Unit or the

appropriate officers. Unit owners that already have a voting certificate on file do not have to file another one.

Again, please be sure to either attend the Special Meeting or submit a Limited Proxy. Thank you for your assistance in conducting the business of your Association.

DATED: _____, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

By: _____
Nesbitt Maryrose, Secretary

LIMITED PROXY

The undersigned owner or designated voter of Unit No. _____ in **Fort Lauderdale Yacht and Beach Club, a Condominium**, appoints

(Check one)

_____ a) **Nesbitt Maryrose, Secretary** of the Association, on behalf of the Board of Directors, or

_____ b) _____ (if you check b, write in the name of your proxy), as my proxyholder* to attend the special meeting of the members of **Fort Lauderdale Yacht and Beach Club Condominium Association, Inc.** to be held **Tuesday, July 28, 2026, at 5:30 p.m. in the Meeting Room at 341 N. Birch Road, Ft. Lauderdale, FL 33304, and Remotely via Zoom.** The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

GENERAL POWERS: By signing this proxy, your proxyholder automatically has general powers to vote on other issues that might come up at the meeting for which a limited proxy is not required (i.e., parliamentary procedure). You can choose not to grant such general powers by checking the box below:

_____ I do not grant general powers to my proxyholder.

LIMITED POWERS: (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1. **Vote on all proposed amendments to the Declaration of Condominium, Bylaws, and Articles of Incorporation.**

APPROVE ALL PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM, BYLAWS, AND ARTICLES OF INCORPORATION.

☐

APPROVE

☐

DO NOT APPROVE

IF YOU VOTED TO APPROVE ALL PROPOSED AMENDMENTS ABOVE, PLEASE DO NOT PROCEED ANY FURTHER EXCEPT TO SIGN AND DATE THIS PROXY. IF YOU CHOOSE TO VOTE ON EACH PROPOSED AMENDMENT INDIVIDUALLY, PLEASE DO NOT CHECK THE ABOVE BOX AND PROCEED TO VOTE ON THE FOLLOWING ITEMS.

2. **Should the proposed amendment to Article XI of the Declaration of Condominium regarding Assessments, Liabilities, Liens and Priority and Interest Collection, pursuant to attached Exhibit "A" be considered and adopted?**

☐

APPROVE

☐

DO NOT APPROVE

3. Should the proposed amendment to Article VI of the Bylaws regarding Assessments and Manner of Collection, pursuant to attached Exhibit “A” be considered and adopted?

☐

APPROVE

☐

DO NOT APPROVE

4. Should the proposed amendment to Article IX of the Bylaws regarding Compliance and Default, pursuant to attached Exhibit “A” be considered and adopted?

☐

APPROVE

☐

DO NOT APPROVE

5. Should the proposed amendment to Article III of the Articles of Incorporation regarding Powers and Duties, pursuant to attached Exhibit “A” be considered and adopted?

☐

APPROVE

☐

DO NOT APPROVE

Dated: _____, 2026.

SIGNATURE OF OWNER OR DESIGNATED VOTER

*Failure to check either (a) or (b), or, if (b) is checked, failure to write in the name of the proxy shall be deemed an appointment of the Secretary of the Association as your proxyholder.

DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the proxyholder if they wish to appoint a substitute proxyholder.

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Dated: _____, 2026.

PROXYHOLDER

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE SPECIAL MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL SPECIAL MEETING FOR WHICH IT WAS GIVEN.

**CERTIFICATE OF APPOINTMENT
OF VOTING REPRESENTATIVE**

To the Secretary of **Fort Lauderdale Yacht and Beach Club Condominium Association, Inc.**
(the "Association")

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Unit No. _____
in Fort Lauderdale Yacht and Beach Club, a Condominium, have designated

(Name of Voting Representative)

as their representative to cast all votes and to express all approvals that such owners may be entitled to
cast or express at all meetings of the membership of the Association and for all other purposes provided
by the Declaration, the Articles and By-Laws of the Association.

The following examples illustrate the proper use of this Certificate:

- (i) Unit owned by John Doe and his brother, Jim Doe. Voting Certificate required designating
either John or Jim as the Voting Representative (NOT A THIRD PERSON).
- (ii) Unit owned by a corporation or other entity. Voting Certificate must be filed designating
the person authorized to vote, signed by all of the Owners of the Unit, or the authorized
officers, partners or principals of the respective legal entity holding fee title to the Unit.
- (iii) Unit owned by John Jones. No Voting Certificate required.
- (iv) Unit owned by Bill and Mary Rose, a married couple. No Voting Certificate required; either
one may cast the vote attributable to the Unit.

This Certificate is made pursuant to the Declaration and the By-Laws and shall revoke all prior
Certificates and be valid until revoked by a subsequent Certificate.

DATED the _____ day of _____, 2026.

OWNER

OWNER

OWNER

NOTE: This form is not a proxy and should not be used as such. Please be sure to designate
one of the joint owners of the lot as the Voting Representative, not a third person.

EXHIBIT "A"

PROPOSED AMENDMENTS TO THE DECLARATION OF FORT LAUDERDALE YACHT AND BEACH CLUB, A CONDOMINIUM

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
sections skipped but unchanged are shown as "** * **")

* * *

XI. ASSESSMENTS; LIABILITIES, LIENS AND PRIORITY: INTEREST COLLECTION:

~~11.01 A Unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. However, a first mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure shall be liable for the share of Common Expenses or Assessments attributable to the Unit or chargeable to the former Unit Owner only to the maximum extent permitted by Florida Statute, Section 718.116(1)(a), as same may be amended or renumbered from time to time.~~

~~11.02 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.~~

~~11.03 Assessments and installments thereof not paid within 15 days after the date when due shall bear interest until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Directors and in lieu of or in addition to interest, an administrative late charge in an amount not to exceed the greater of Twenty Five Dollars (\$25.00) or 5% of each installment of the Assessment for each delinquent installment that the payment is due.~~

~~11.04 (1) The Association shall have a lien on each Condominium Parcel for unpaid Assessments, together with all advanced and paid by or on behalf of the Association for taxes and payments on account of mortgages, liens or encumbrances which may be required to be advanced by or on behalf of the Association to protect and preserve its lien, with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and shall relate back to the date of recording of this Declaration; however, as to first mortgages of record, the lien is effective from and after recording of the claim of lien. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.~~

~~(2) In the event a Unit Owner is thirty (30) days or more late in the payment of any Assessment, the Board of Directors in its sole discretion may accelerate all subsequent Assessments due for the remainder of the budget year in which the claim of lien was filed. Accelerated Assessments shall be due and payable on the date the claim of lien is filed in the public records. Such acceleration may be made without notice to the Unit Owner, at the discretion of the Board of Directors. Notice of any claim~~

~~of lien filed by the Association or its authorized agent, if any, shall contain the full amount due the Association (whether upon an accelerated basis or not) at the time of filing such claim of lien.~~

~~11.05 (1) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.~~

~~(2) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.~~

~~(3) The Association may settle or compromise any personal action or action to enforce or foreclose a lien as it may deem in the best interest of the Association. The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.~~

~~11.06 A first mortgagee including an institutional Mortgagee acquiring title to a condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during that period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of any or all of the Common Expenses coming due during the period of such ownership.~~

~~11.07 Any unit owner has the right to require from a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien of record has the same right as to any Condominium Parcel upon which the holder has a lien.~~

~~11.08 No Unit owner may be excused from the payment of his share of the common Expenses of a Condominium Parcel unless all Unit Owners are likewise proportionately excused from payment, except as provided in Section 11.01 as to first mortgagees and in the following case:~~

~~(1) The Developer shall be excused from the payment of the share of the Common Expenses and Assessments related to those Units it owns for a period of time commencing with the recordation of this Declaration and terminating no later than the first day of the fourth calendar month following the month in which the purchase and sale of the first unit occurs. However, the Developer must pay the portion of common Expenses incurred during that period which exceeds the amount assessed against other Unit owners.~~

11.01 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit Owner. Except as provided in Section 11.04 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Condominium Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise.

11.02 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Condominium Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Condominium Act. The Association has a continuing lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Condominium Act. All claims of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments, as well as any other monetary obligations of the Unit Owners for which the Association has lien rights under this Declaration, or under any other provision of this Declaration, the Articles of Incorporation, the By-Laws or applicable law, which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and Legal Fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable Legal Fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 11.07 below.

11.03 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Unit which shall have the same priority as the Association's lien for unpaid Assessments against the Unit. Except to the extent limited by the Condominium Act, the lien on any rentals derived from the Unit shall be enforceable by the delivery of written notice to the Owner demanding the payment of the rents, provided, however, that no such demand may be made unless and until the Owner is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Unit Owner under this Declaration.

11.04 First Mortgagee. A First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or Assessments, or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed, provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Condominium Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

11.05 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to their Unit have been paid. Any

person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

11.06 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special Assessments shall be payable on such terms as may be established by the Board.

11.07 Acceleration of Assessment Installments Upon Default. If a Unit Owner fails twice in any calendar year to pay any monetary obligations owed to the Association timely, the Board may accelerate the remaining assessments for the year and/or the installments of the assessment applicable for the balance of the current fiscal year upon notice to the member, and the then unpaid balance of the assessment shall be due upon the date stated in the notice.

11.08 Set Off. Any funds due and payable by the Association to a Unit Owner under the Condominium Documents, or under the Condominium Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under the Condominium Documents or the Condominium Act.

* * *

**PROPOSED
AMENDMENTS TO THE BYLAWS OF THE
FORT LAUDERDALE YACHT AND BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by “underlining”,
deletions shown by “~~strikeout~~”,
sections skipped but unchanged are shown as “* * *”)

* * *

**ARTICLE VI.
ASSESSMENTS AND MANNER OF COLLECTION**

Section 6.5. Regular assessments are due on the ~~dates stated in the notice of assessment~~ first day of each month or quarter as set forth in the Declaration at the option of the Board of Directors. Any assessment not paid to the Association within fifteen (15) days of its due date shall bear interest at the highest rate allowed by law ~~until paid and will~~ may also be subject to late charges pursuant to the Declaration of up to the greater of \$25 or 5% of each delinquent installment, or the highest amount otherwise permitted by law. In addition, the failure to pay any assessment within fifteen (15) days from the ~~date due shall entitle the Association to levy an administrative late charge against the delinquent Unit Owner for each delinquent installment that the payment is late.~~ Notwithstanding the foregoing grace period for the imposition of interest and late fees, Unit Owners who fail to pay an assessment one or more days after its due date shall be considered delinquent for the purposes of determining eligibility for Board service.

In the event an assessment is not paid within thirty (30) days of the date it is due and payable, The Association, through the Board of Directors, may proceed to enforce and collect such delinquent assessments from a ~~the delinquent~~ Unit Owner in any manner provided by the Condominium Act ~~the Declaration and these Bylaws and the Declaration~~, including the filing recording of a claim of lien. If a Unit Owner fails twice in any calendar year to timely pay any monetary obligations owed to the Association, the Board may, in its sole discretion, accelerate, in accordance with the terms of the

Declaration. ~~all subsequent assessments due for the remainder of the budget year in which the claim of lien was filed. Accelerated assessments shall be due and payable on the date the claim of lien is filed in the public records. 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 the sums due and the enforcement of any lien held recorded by the Association.~~

* * *

ARTICLE IX. COMPLIANCE AND DEFAULT

* * *

~~9.2 In the event a Unit Owner of a Condominium Parcel does not pay assessments, excluding fines, required to be paid to the Association, within thirty (30) days after the due date, the Association, acting on its own behalf or through the Board of Directors, may foreclose the lien encumbering the Condominium Parcel created by non-payment of the assessment in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of Receiver if it so requests. The Association shall have the right bid on the Condominium Parcel at a foreclosure sale and to acquire, hold mortgage and convey the same. In lieu of foreclosing its lien, the Association may, on its own behalf or through the Board of Directors, bring suit to recover a money judgment for any assessments or acceleration of assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgement, brought by or on behalf of the Association against a Unit Owner, the defendant, if it does not prevail, shall pay the costs thereof, together with reasonable attorney's fees.~~

~~If the Association becomes the Owner of a Condominium Parcel by reason of foreclosure, it shall offer said Condominium Parcel for sale and at such time as a sale is consummated it shall deduct from such proceeds all money due it for any assessments or acceleration of assessments, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the subject Condominium Parcel. All monies remaining after deducting the foregoing items and expenses shall be returned to the former Unit Owner of the subject Condominium Parcel.~~

* * *

**PROPOSED
AMENDMENTS TO THE ARTICLES OF INCORPORATION OF THE
FORT LAUDERDALE YACHT AND BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
sections skipped but unchanged are shown as "***")

**ARTICLE III
POWERS AND DUTIES**

* * *

Section 1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these articles, the declaration of condominium, the Bylaws and Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act".

Section 2. The Association shall also have all of the powers of condominium associations under and pursuant to the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association including ~~by~~ but not limited to the following:

- A. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium.
- B. To establish Bylaws and Rules and Regulations for the operation of the Association and to provide for the formal administration of Idle Association; to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, the Bylaws and the Rules and Regulations of the Association.
- C. To contract for the management of the Condominium.
- D. To acquire, own, operate, mortgage, lease, sell and trade property, including condominium units, whether real or personal.
- E. To Levy and collect regular and special Assessments for Common Expenses from Unit Owners required to pay same.
- F. The Association, acting through its Board of Directors, shall have the power to obtain financing, including loans or lines of credit, for any lawful Association purpose, and to execute any documents and grant any security interests reasonably necessary in connection therewith.

* * *