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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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This document was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossini & Burr, PLLC
1550 Southern Boulevard, Suite 100
West Palm Beach, Florida 33406

**CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION AND BYLAWS
OF THE TIFFANY LAKE ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION AND BYLAWS OF THE TIFFANY LAKE ASSOCIATION, INC. is made by the President and Secretary of the TIFFANY LAKE ASSOCIATION, INC. ("Association").

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium of Tiffany Lake – Phase I, a Condominium, was recorded at Official Records Book 2174, Page 1172; the Declaration of Condominium of Tiffany Lake – Phase II, a Condominium was recorded at Official Records Book 2249, Page 1401, and the Declaration of Condominium of Tiffany Lake – Phase III, a Condominium, was recorded at Official Records Book 2276, Page 719, all of the Public Records of Palm Beach County, Florida (collectively referred herein to as "Declarations of Condominium"), and created covenants running with the land therein described;

WHEREAS, the Association desires that the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws (attached hereto as Composite Exhibit "1") be certified of record as notice to all current and future owners of property subject to such Amended and Restated Articles of Incorporation and Bylaws.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amended and Restated Articles of Incorporation and Amended and Restated Bylaws (attached hereto as Composite Exhibit "1") has been properly and duly approved and adopted by the Association pursuant to the requirements of the Articles of Incorporation and Bylaws.

2. The Amended and Restated Articles of Incorporation and Amended and Restated Bylaws (attached hereto as Composite Exhibit "1") shall run with the real property subject to the Declarations of Condominium and shall be binding on all parties having any right, title or interest in the real property subject to the Declarations of Condominium, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**IN WITNESS WHEREOF, the undersigned have set their hand and seal this 26
day of November, 2018.**

TIFFANY LAKE ASSOCIATION, INC.

By: Harlan Miller, President

Witness

Printed Name

Witness

Printed Name

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing Certificate of Amendment was acknowledged before me this 26th day of November, 2018, by Harlan Miller as President of the Tiffany Lake Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatory is personally known to me or has produced DL # M410-327-68-375-0 as identification.

WITNESS my signature and official seal at West Palm Beach in the County of Palm Beach, State of Florida, the date and year last aforesaid.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



TIFFANY LAKE ASSOCIATION, INC.

Witness

Robert Santeliz
Printed Name

Witness

Julian Anguelov
Printed Name

STATE OF MA)

COUNTY OF Suffolk) ss

The foregoing Certificate of Amendment was acknowledged before me this 4th day of December, 2018, by Sofia DiLena as Secretary of the Tiffany Lake Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatory is personally known to me or has produced Drivers License as identification.

WITNESS my signature and official seal at Bank of America in the County of Suffolk, State of MA, the date and year last aforesaid.

NOTARY PUBLIC, State of MA

My Commission Expires: 5/2/2025



This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossin & Burr, PLLC
1550 Southern Boulevard, Suite 100
West Palm Beach, FL 33406
Tel: 561-655-8994

**[Substantial rewording of Articles of Incorporation. See existing Articles of Incorporation
for present text.]**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
TIFFANY LAKE ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

**THE TIFFANY LAKE ASSOCIATION, INC. ("Association") adopts these Amended
and Restated Articles of Incorporation ("Amended and Restated Articles")**

ARTICLE I. NAME AND ADDRESS

The name of this corporation is THE TIFFANY LAKE ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Amended and Restated Articles," and the Amended and Restated Bylaws of the Association as the "Amended and Restated Bylaws." The address of the principal office of the Association, unless otherwise designated by the Board of Directors, is 817 W. Tiffany Drive, Mangonia Park, FL 33407.

ARTICLE II. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III. PURPOSE

This Association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of three(3) condominiums located in Palm Beach County, Florida, and known as:

1. Tiffany Lake – Phase I, a Condominium;
2. Tiffany Lake – Phase II, a Condominium; and
3. Tiffany Lake – Phase III, a Condominium

The three(3) condominiums are collectively referred to herein as "the Condominiums".

The Condominiums are governed by the:

1. Amended and Restated Declaration of Condominium of Tiffany Lake – Phase I, a Condominium;

Composite Exhibit "1"

2. Amended and Restated Declaration of Condominium of Tiffany Lake – Phase II, a Condominium; and

3. Amended and Restated Declaration of Condominium of Tiffany Lake – Phase III, a Condominium

The three(3) Amended and Restated Declarations of Condominium are collectively referred to herein as "the Amended and Restated Declarations".

The specific purposes for which this Association is formed include, but are not limited to, the following:

3.1. To maintain, repair and replace the Common Elements and any other property the Association is required to maintain, repair and replace.

3.2. To acquire, hold, convey, and otherwise deal with real and/or personal property in its capacity as a Condominium Association.

3.3. To levy and collect assessments and other charges from the Unit Owners to fund the operation of the Association.

3.4. To enforce any and all covenants, restrictions and agreements applicable to the Condominiums.

3.5. To exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida; the Amended and Restated Declarations, the Amended and Restated Bylaws, these Amended and Restated Articles of Incorporation.

3.6. To otherwise engage in any lawful activities for the benefit, use, convenience, and enjoyment of its Members as it may deem proper.

ARTICLE IV POWERS

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

4.1. General. The Association shall have all of the common-law and statutory powers of a Florida Condominium Association under Chapter 718, Florida Statutes, as amended from time to time. The Association shall also have all of the common-law and statutory powers of a Florida corporation not for profit that are not in conflict with the provisions of these Amended and Restated Articles, the Amended and Restated Declarations or the Amended and Restated Bylaws, all as amended from time to time.

4.2 Enumeration. The Association powers include, but are not limited to, the following:

4.2.1. To make, levy and collect Assessments and charges against Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2. Subject to the provisions of the Amended and Restated Declarations and Amended and Restated Bylaws and to the extent permitted in Florida Statutes, to buy, own, operate, lease, sell, trade and mortgage both real and personal property.

4.2.3. To purchase insurance.

4.2.4. To maintain, repair and replace and operate the Common Elements, Association Property and any other property which is the responsibility of the Association to maintain, and to reconstruct the Condominium Property and Association Property after casualty.

4.2.5. To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Common Elements, Association Property, Limited Common Elements and Units.

4.2.6. To enforce by legal means the provisions of the Amended and Restated Declarations, these Amended and Restated Articles, the Amended and Restated Bylaws, and the Rules and Regulations.

4.2.7. To contract for the management of the Association and maintenance of the Common Elements, Association Property and any other property the Association is required to maintain and operate.

4.2.8. To employ personnel to perform the services required for the proper operation of the Condominium and Association.

4.2.9. To approve and disapprove additions, alterations, repairs, decorations, replacement or changes to the Common Elements, Association Property, Limited Common Elements and Units.

4.2.10. To borrow funds from a lending institution and pledge the income or assessments of the Association as security for the loan.

4.2.11. To approve and disapprove proposed purchasers, transferees and lessees as more fully set forth in the Amended and Restated Declarations.

4.2.12. To perform any other act necessary or proper to carry out the provisions of the Amended and Restated Declarations, the Amended and Restated Articles or Amended and Restated Bylaws as expressed or implied therein, or any other thing reasonably necessary to promote the common health, safety, recreation or welfare of the Unit Owners.

ARTICLE V MEMBERSHIP AND VOTING IN THE ASSOCIATION

5.1. Membership. Persons or entities shall become Members of the Association upon the acquisition of fee title to a Unit in one of the Condominiums after approval of the acquisition in the manner provided in one of the Amended and Restated Declaration. Each person or entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a mandatory Member (hereinafter "Member") of the Association.

5.2 Voting. On all matters upon which the Membership shall be entitled to vote, each Unit shall be entitled to that vote as provided in the Amended and Restated Bylaws. Votes shall be exercised or cast in the manner provided for in the Amended and Restated Declaration and Amended and Restated Bylaws.

ARTICLE VI DIRECTORS

6.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of not less than three(3 Directors note more than seven(7) Directors, the number of Directors constituting the Board may be determined from time to time by vote of the Association members. In the absence of such determination, the Board shall consist of seven(7) Directors. Other provisions regarding qualifications of Directors and terms of Directors are contained in the Amended and Restated Bylaws.

Each Director must be a member of the Association or in the case of a Unit owned by an entity the following applies. If a Unit is owned by a corporation, only a Director of the corporation or other individual appointed by a Director may be an Association Director. If a Unit is owned by a limited liability company, only a managing member of the limited liability company or other individual appointed by the managing member may be an Association Director. If a Unit is owned by a partnership, only a general partner of the partnership or other individual appointed by a general partner may be an Association Director. If a Unit is owned by a trust, only a trustee may be an Association Director.

If a Unit is owned by two or more individuals, such co-owners of the Unit may not serve as members of the Association Board at the same time unless such co-owners own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of vacancy.

6.2 Duties and Powers. All of the duties and powers of the Association existing under Chapters 617 and 607, and 718, Florida Statutes, the Amended and Restated Declarations, these Amended and Restated Articles and the Amended and Restated Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners, when such approval is specifically required by the Amended and Restated Declarations, these Amended and Restated Articles or the Amended and Restated Bylaws or by statute.

6.3 Election; Removal. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Amended and Restated Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Amended and Restated Bylaws, Chapter 718, Florida Statutes and the regulations elaborating the relevant statutes in Chapter 718, Florida Statutes.

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Amended and Restated Bylaws. The officers shall be elected by

the Board of Directors of the Association at the organizational meeting following the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Amended and Restated Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

ARTICLE VIII INDEMNIFICATION

8.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (1) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnity, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (2) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2. Expenses. To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees or appellate attorneys' fees) actually incurred by him in connection therewith.

8.3 Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee members and shall inure to the benefit of the heirs and personal representatives of such person.

ARTICLE IX AMENDED AND RESTATED BYLAWS

The Amended and Restated Bylaws of the Association may be altered, amended or rescinded in the manner provided in the Amended and Restated Bylaws.

ARTICLE X AMENDMENTS

The Amended and Restated Articles of Incorporation shall be amended by approval of a majority(fifty percent plus one (50% plus 1) of the total voting interests of the entire Association voting as a whole, such Owners either:

(a) voting in person or by limited proxy at any annual members meeting or special members meeting, or

(b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of the Amended and Restated Articles of Incorporation.

Amendments to the Amended and Restated Articles of Incorporation shall, after adoption, be recorded in the Public Records of Palm Beach County, Florida and filed with the Florida Secretary of State, Division of Corporations.

Whenever it shall appear that there is a defect, error, or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

ARTICLE XI DEFINITIONS

All Definitions contained in the Amended and Restated Declarations are hereby adopted and incorporated herein by reference, and shall have the same meaning in these Amended and Restated Articles as expressed in the Amended and Restated Declarations.

These Amended and Restated Articles of Incorporation are adopted this 26 day of November, 2018.

[Articles of Incorporation]

TIFFANY LAKE ASSOCIATION, INC.

By: Harlan Miller, President

Witness

Printed Name

Witness

Printed Name

STATE OF FLORIDA)

) ss

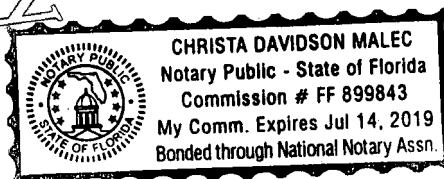
COUNTY OF PALM BEACH)

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this 26th day of November, 2018, by Harlan Miller as President of the Tiffany Lake Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatory is personally known to me or has produced DL#M460-327-08776 as identification.

WITNESS my signature and official seal at West Palm Beach in the County of Palm Beach, State of Florida, the date and year last aforesaid.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



[Articles of Incorporation]

TIFFANY LAKE ASSOCIATION, INC.

Witness

Roberto Santeliz
Printed Name

Witness

Julian Anguero
Printed Name

Sofia DiLena
Sofia DiLena, Secretary

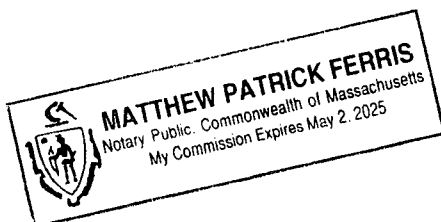
STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this 4 day of December, 2018, by Sofia DiLena as Secretary of the Tiffany Lake Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatory is personally known to me or has produced Driver's License as identification.

WITNESS my signature and official seal at Bank of America, in the County of Suffolk, State of Massachusetts, the date and year last aforesaid.

NOTARY PUBLIC, State of MA

My Commission Expires: 5/2/2025



This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossin & Burr, PLLC
1550 Southern Boulevard, Suite 100
West Palm Beach, FL 33406
Tel.: 561-855-8994

[Substantial rewording of Bylaws. See existing Bylaws for present text.]

**AMENDED AND RESTATED BYLAWS
OF
TIFFANY LAKE ASSOCIATION, INC.**

The TIFFANY LAKE ASSOCIATION, INC. ("Association") hereby adopts these Amended and Restated Bylaws of the Tiffany Lake Association, Inc. ("Amended and Restated Bylaws").

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I. IDENTITY

These are the Amended and Restated Bylaws of the TIFFANY LAKE ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating the three(3) condominiums located in Palm Beach County, Florida, and known as:

- (1) Tiffany Lake – Phase I, a Condominium;
- (2) Tiffany Lake – Phase II, a Condominium; and
- (3) Tiffany Lake – Phase III, a Condominium

The three(3) condominiums are collectively referred to herein as "the Condominiums".

The Condominiums are governed by the:

- (1) Amended and Restated Declaration of Condominium of Tiffany Lake – Phase I, a Condominium;
- (2) Amended and Restated Declaration of Condominium of Tiffany Lake – Phase II, a Condominium; and
- (3) Amended and Restated Declaration of Condominium of Tiffany Lake – Phase III, a Condominium.

The three(3) Amended and Restated Declarations of Condominium are collectively referred to herein as "the Amended and Restated Declarations".

The Association has also adopted Amended and Restated Articles of Incorporation which are referred herein as the "Amended and Restated Articles."

1.1 Principal Office. The principal office of the Association shall be at such place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. The other terms used in these Amended and Restated Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act") as amended from time to time, as well as those in the Amended and Restated Declarations and the Amended and Restated Articles, unless otherwise provided in these Amended and Restated Bylaws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meetings. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13

months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members.

2.2 Special Meetings. Special meetings of the Members shall be held at such places as provided 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 on receipt of a written request from at least 50% of the voting interests of the Association. Requests for a meeting by the Members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting.

2.3 Notice of Annual Meetings. The Association shall follow the procedure for noticing and conducting an election of directors as provided in Florida Statute 718.112, as amended from time to time. The procedure in Florida Statute 718.112 involves a first and second notice of annual meeting and directors. An Officer of the Association shall provide Affidavits or notice to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Members' Meetings, Generally. Except as modified by the specific requirements of these Amended and Restated Bylaws or by statute, notice of special Members' meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 14 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owners at the addresses that appear in the records of the Association, with postage prepaid.

2.5 Notice of Budget Meetings. The Board of Directors shall pursuant to Florida Statute 718.112, mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget.

2.6 Quorum. A quorum at meetings of Members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.7 Voting.

a. **Number of Votes.** In any meeting of Members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. **Majority Vote.** The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Amended and Restated Declarations, the Amended and Restated Articles, or these Amended and Restated Bylaws require a larger percentage, in which case that larger percentage shall control.

2.8 Membership and Voting. Persons or entities shall become Members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Amended and Restated Declarations. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium.

If a Unit is owned by one person the right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, any of the record Unit Owners may vote, provided that there shall be no more than one vote per Unit. Votes may be cast for Units owned under a trust arrangement, by any trustee. Votes may be cast for Units owned by a partnership, by any partner or other person designated by a partner to vote. Votes may be cast for Units owned by a corporation, by any officer of the corporation or other person designated by an officer to vote. Votes may be cast for Units owned by a limited liability company, by any member of that limited liability company or other person designated by the limited liability company to vote. In the case of conflict among the Owners of the Unit, the vote for that Unit shall not be counted as to the matter under consideration in which the conflict arose.

With respect to Units owned by corporations, limited liability companies, partnerships or trusts, and eligibility to serve on the Board, the please refer to the Articles of Incorporation which sets forth the representatives of such entities who may serve on the Board.

2.9 Proxies; Powers of Attorney. Unit Owners may not vote by general proxy but may vote by limited proxy substantially conforming to the limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Proxies may not be used for election of Directors. General proxies however may be used to establish a quorum, and for voting on procedural matters such as temporarily adjourning a members meeting. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in Section 2.8, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution of the proxy is not authorized.

2.10 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy with concurrence of the Board, may adjourn the meeting from time to time until a quorum is present. Additionally, the Board may temporarily adjourn and reconvene members meetings if there is an insufficient response vote on any issue at hand or for other reasons as determined by the Board. The time and place to which the meeting is

adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.11 Waiver of Notice. Unit Owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.12 Action by Members Without a Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Amended and Restated Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Amended and Restated Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote if specifically required by the Act, the Amended and Restated Declarations, the Amended and Restated Articles, or these Amended and Restated Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the Membership.

2.13 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Directors. The minutes shall be retained by the Association for a period of not less than seven years. Association Members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense as determined by the Board, of the Association Member.

2.14 Order of Business. The order of business at annual meetings of Members as far as practical, shall be:

- a. Call to order.
- b. Election of a chairperson of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- c. Proof of notice of meeting.
- d. Determination whether sufficient responses received for election; determination of a quorum.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of Officers.
- g. Reports of committees.
- h. Appointment of inspectors of election.
- i. Election of Directors.
- j. Unfinished business.
- k. New business.
- l. Adjournment.

III. DIRECTORS

3.1 Number, Term and Qualifications. The affairs of the Association shall be managed by a Board of Directors (the "Board") which shall consist of not less than three (3) Directors nor more than seven(7) Directors, the number of Directors constituting the Board may be determined from time to time by vote of the Association members. In the

absence of such determination, the Board shall consist of seven(7) Directors. Directors need not be Association members. Each Directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected to serve and shall qualify.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner which is pursuant to Florida Statute 718.112:

- a. The Board of Directors shall be elected by written ballot.
- b. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the Association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than 14 days prior to the scheduled election. The second notice shall also be posted conspicuously on the Condominium property. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 Term. Directors shall serve one (1) year terms.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by majority vote of the remaining Directors. Any Director appointed to fill a vacancy shall hold office for the remainder of the term of the former Director.

3.5 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.6 Organizational Meeting. The Board of Directors may meet and conduct an organizational meeting immediately following the annual Members' meeting without further notice, except for an announcement at the annual Members' meeting. The Board may also conduct its organizational meeting within 10 days of the annual Members' meeting at a place and time that shall be fixed by the Directors at the annual members' meeting and without further notice except notice posted conspicuously on the condominium property at least 48 continuous hours before the meeting. The Board at the organizational meeting, elects officers and handles any other necessary business attendant to new Directors taking office.

3.7 Regular Meetings. The Board of Directors may establish a schedule of regular Board meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular Board meetings, however, shall be given to each Director personally or by mail, telephone, facsimile, e-mail or telegraph at least three days before the day named for the Board meeting with the notice of each Board

meeting posted conspicuously on the condominium property at least 48 continuous hours before the Board meeting, except in an emergency.

3.8 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the Special Board meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the condominium property at least 48 continuous hours before the meeting, except in an emergency.

When the Board is conducting a Board meeting to consider imposition of a non-emergency special assessment or adoption of Rules and Regulations regarding use of Units, the Board shall pursuant to Florida Statute 718.112 mail out notice of the Board meeting to all Unit Owners and post the notice conspicuously on the condominium property at least 14 calendar days prior to the meeting, as required by Florida Statute 718.112(2)(c).

3.9 Waiver of Notice. Any Director may waive notice of a Board meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director'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.

3.10 Quorum. A quorum of the Board at the Board 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 required by the Amended and Restated Declarations, the Amended and Restated Articles, or these Amended and Restated Bylaws.

3.11 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those Directors present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.12 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.13 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting.

3.14 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.15 Attendance by Conference Telephone. When telephone conference is used,

a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.16 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items.

Notice of any Board meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature, estimated cost, and a description of the purposes of the assessments.

3.17 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate anyone of their number to preside.

3.18 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to obtain copies, at the reasonable expense as determined by the Board, of the Association member.

3.19 Compensation. Compensation shall not be paid to any director for duties as an director. The Board of Directors is empowered to reimburse Directors, officers and employees of the Association for any expenses incurred while on official Association business.

3.20 Order of Business. The order of business at Board meetings to the extent applicable shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.21 Failure to Elect Directors Sufficient for Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. 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 the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Amended and Restated Declaration, the Amended and Restated Articles, and these Amended and Restated Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of Condominium Property and Association Property.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the Common Elements, Association Property and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as more fully stated in the Amended and Restated Declarations.

4.4 Make and Collect Assessments and Charges.

4.5 Lease, Maintain, Repair, Replace and Improve the Common Elements and Association Property.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Unit for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its Members.

4.10 Borrow. To borrow funds from a lending institution and pledge the income or assessments of the Association as security for the loan.

4.11 Authorize Certain Amendments. If it appears that through a drafter's error in an Amended and Restated Declaration that the Common Elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Amended and Restated Declaration correcting that error may be approved by the Board of

Directors or a majority of the voting interests.

4.12 Adopt Rules and Regulations. The Association may adopt reasonable Rules and Regulations for the operation and use of the Common Elements, Association Property, common areas, and recreational facilities serving the Condominium as well as use of the Units.

4.13 Maintain Official Records. The Association shall maintain all of the records, when applicable, which shall constitute the official records of the Association.

4.14 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium Property.

4.15 Furnish Annual Financial Reports to Members.

4.16 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.17 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Unit.

4.18 Pay Annual Fee to the Division of Florida Land Sales, Condominiums and Mobile Homes for Each Residential Unit Operated by the Association.

4.19 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of \$100 or such other amount determined by the Board up to the maximum amount allowed by law, in connection with the approval or disapproval of any proposed sale, or other transfer of a Unit in the Condominium as provided in the Amended and Restated Declarations.

4.20 Contract for Operation, Maintenance, and Management of the Condominiums.

4.21 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.22 Pay Costs of Utilities Service Rendered to the Condominiums and Association Property and Not Billed Directly to Individual Unit Owners.

4.23 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the condominium property and may retain those professional services that are required for those purposes.

4.24 Impose Fines and Suspend Rights to Use. The Board of Directors may pursuant to Florida Statute 718.303, as amended, impose fines on Unit Owners in such amounts determined by the Board up to the maximum amount allowed by law and suspend rights to use the common facilities, for violation of the Amended and Restated Declarations, the Amended and Restated Articles, these Amended and Restated Bylaws,

or Rules and Regulations, by Owners, their guests, invitees, or tenants.

4.25 Authorize Private Use of the Common Elements or Association Property. The Board of Directors may authorize Unit Owners to use portions of the Common Elements or Association Property, such as social rooms and meetings rooms, for private parties and gathering. Reasonable charges may be imposed provided a lease or agreement is entered into between the Association and the Unit Owner.

4.26 Repair or Reconstruct Improvements After Casualties.

V. OFFICERS

5.1 Executive Officers. The Officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, and a Secretary. Officers shall be Directors. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote 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. The Board of Directors from time to time may elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 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 or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all meetings of the Directors and the Members. The Secretary can direct the Association Manager to prepare minutes of the meetings. He or she shall attend to the serving of all notices to the Members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she 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.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money 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.

5.6 **Compensation.** Compensation shall not be paid to any officer for duties as an officer. The Board of Directors is empowered to reimburse Directors, officers and employees of the Association for any expenses incurred while on official Association business.

VI. FISCAL MANAGEMENT

6.1. **Board Adoption of Budget.** The Board of Directors shall adopt a budget for the Common Expenses of the Association in advance of each fiscal year at a special meeting of the Board.

6.2 **Budget Requirements.** The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Insurance.
- g. Security provisions.
- h. Other expenses.
- i. Operating capital.
- j. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- k. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the annual budget unless waived or reduced by vote of the majority of the Unit Owner members present at a duly called members meeting of the Association where a quorum is attained.

6.3 **Notice of Budget Meeting.** The Board of Directors shall pursuant to Florida Statute 718.112, as amended from time to time, mail a budget meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 **Accounting Records and Reports.** The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

c. All audits, reviews, compilations, accounting statements, and financial statements and reports of the Association or Condominium.

d. Within 90 days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner financial statements for the previous 12 months in accordance with Florida Statute 718.111, as amended from time to time, and any applicable regulations. The Board shall prepare the type of financial statement which is required or permitted by Florida Statute 718.111, based on the size and revenue of this Association.

e. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.

6.5 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, having offices or branches in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Additionally, the Board may also purchase bank issued bonds. Additionally the Board may place operating funds in a "money market" type account in a well recognized investment firm. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by at least two (2) Directors.

6.6 Fidelity Bonding or Insurance of Persons Controlling or Disbursing. Each Officer and Director of the Association who controls or disburses its funds shall be bonded by a fidelity bond or insurance policy in the principal sum of not less than the maximum amount of funds that will be in the Association's or its management agent's custody at any one time. The cost of bonding shall be at the expense of the Association.

VII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former Member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former Member arising out of membership and his or her covenants and obligations incident to that membership.

VIII. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) may be used as a guide to govern the conduct of the Association's meetings when not in conflict with the Act, the Amended and Restated Declarations, the Amended and Restated Articles, or these Amended and Restated Bylaws.

IX. RULES AND REGULATIONS

9.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations regarding the use of units, the use and operation of the Common Elements, Association Property, and recreational facilities serving the Condominium.

9.2 Furnishing Copies. A copy of any changes or amendments to the rules and regulations shall be furnished to each Unit Owner.

9.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities.

9.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

X. AMENDMENTS

The Amended and Restated Bylaws shall be amended by approval of a majority (fifty percent plus one (50% plus 1) of the total voting interests of the entire Association voting as a whole, such Owners either:

- (a) voting in person or by limited proxy at any annual members meeting or special members meeting, or
- (b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of the Amended and Restated Bylaws.

Amendments to the Amended and Restated Bylaws shall, after adoption, be recorded in the Public Records of Palm Beach County, Florida.

Whenever it shall appear that there is a defect, error, or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

XI. CONSTRUCTION

Whenever the context permits or requires, 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.

These Amended and Restated Bylaws are adopted this 26 day of November, 2018.

[Bylaws]

TIFFANY LAKE ASSOCIATION, INC.

By: Harlan Miller, President

Witness

Printed Name

Witness

Printed Name

STATE OF FLORIDA)

) ss

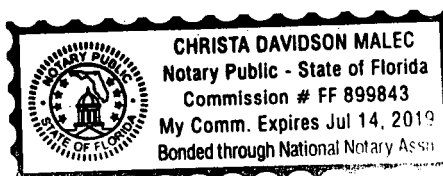
COUNTY OF PALM BEACH)

The foregoing Amended and Restated Bylaws were acknowledged before me this 20th day of NOVEMBER, 2018, by Harlan Miller as President of the Tiffany Lake Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatory is personally known to me or has produced DL#M460-327-68-375-0 as identification.

WITNESS my signature and official seal at West Palm Beach in the County of Palm Beach, State of Florida, the date and year last aforesaid.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



[Bylaws]

TIFFANY LAKE ASSOCIATION, INC.

Witness

Roberto Santeliz
Printed Name

Witness

Sultan Anguiano
Printed Name

STATE OF Massachusetts

COUNTY OF Suffolk

Sofia DiLena
Sofia DiLena, Secretary

The foregoing Amended and Restated Bylaws were acknowledged before me this 4th day of December, 2018, by Sofia DiLena as Secretary of the Tiffany Lake Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatory is personally known to me or has produced Drivers License as identification.

WITNESS my signature and official seal at Bank of America, in the County of Suffolk, State of MA, the date and year last aforesaid.



NOTARY PUBLIC, State of MA

My Commission Expires: 5/2/2025