

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossin & Burr, PLLC
1665 Palm Beach Lakes Blvd, Suite 101
West Palm Beach, FL 33401
(561)655-8994

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

**AMENDED AND RESTATED BYLAWS
OF
LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit**

The LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC. ("Association") adopts these Amended and Restated Bylaws ("Amended and Restated Bylaws").

1. Identity. These are the Amended and Restated Bylaws of the Lucente Village Condominium Association, Inc., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating the two(2) condominiums located in Palm Beach County, Florida, and known as Lucente Village "A", a Condominium and Lucente Village "B", a Condominium.

The two(2) condominiums are collectively referred to herein as "the Condominiums".

The Condominiums are governed by the:

(1) Amended and Restated Declaration of Condominium of Lucente Village "A", a Condominium; and

(2) Amended and Restated Declaration of Condominium of Lucente Village "B", a Condominium.

The two(2) 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 Administration from time to time.

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, and shall be kept by the Secretary of the Association.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the Articles or Declarations for the Condominiums, unless provided to the contrary, or unless the context otherwise requires.

3. Members. The members of the Association ("Members") shall be as specified in the Articles.

3.1 Unit Ownership. Any person(s) purchasing a Unit in Lucente Village Condominium, Inc. shall be called a Unit Owner(s) and is a "Member" of the Association.

3.2 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Administration from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during September, October, November or December and no later than 12 (twelve) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.3 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Administration of the Association. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special Members' meetings maybe called by 10% (ten percent) of the Members of the Association to recall a member or members of the Board of Administration or as provided for in Section 9.1.A (3)(b) hereof.

3.4 Notice of Meeting. Notice of the annual members meetings and special members meetings shall be provided in accordance with Chapter 718, Florida Statutes, as amended from time to time and in accordance with the rules promulgated by the Florida Department of Business and Professional Regulation concerning operation of a condominium association.

The Board shall be entitled to utilize any procedures consistent with Florida Statutes, as revised from time to time, regarding electronic notice of Members' meetings, and elections and electronic voting. The Board may to the extent consistent with Florida Statutes as revised from time, conduct Members meetings as "virtual meetings" using means of remote communication. If consistent with law, the Board may adopt procedures to determine that an Owner is deemed present at the meeting; how Owners will participate in the meeting; control of the meeting; and other aspects of virtual meetings.

3.5 Waiver of Notice. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.6 Members' Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of Member participation. Any member may audio record or video record a meeting of Members subject to reasonable rules adopted by the Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division").

3.7 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast 33-1/3% (thirty-three and one-third percent) or 1/3 (one-third) of the votes of Members (the entire Association voting as a whole), provided, however, that except as provided in Section 4.2, there shall be no quorum requirement for election of Directors, although at least 20% (twenty percent) of the eligible voters must cast a ballot in order to have a valid election for members of the Board of Administration.

3.8 Voting.

A. Number of Votes. In any meeting of Members, the Owners of Units shall be entitled to cast 1 (one) vote for each Unit owned. The vote of a Unit shall not be divisible.

B. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained (the entire Association voting as a whole) shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Unit Owners" and majority of the "Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% (fifty percent) of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

C. 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 Declaration. 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.

D. Renters/Lessees. If a Unit has been rented or leased, a vote by the Renter(s) or Lessee(s) is not valid. Only the Unit Owner(s) has the right to vote.

3.9 Proxies. Except as specifically otherwise provided in the Condominium Act, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies shall be used for votes taken to (a) waive or reduce reserves, (b) waive financial statement requirements, (c) amend the Declaration, (d) amend the Article or Bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of the Board of Administration. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Members may vote in person at Members' meetings. A proxy may be made by any person entitled to vote, but shall only be effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 (ninety) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it.

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 Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners (the entire Association voting as a whole), or a larger percentage vote if specifically required by the Act, the Declarations, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the Membership.

Further, if the Association allows electronic voting, consenting Owners may vote electronically consistent with the method approved by the Board.

3.10 Adjourned Meetings. If any proposed meeting, other than for the election of Directors, cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving and notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

If the Association allows electronic voting, an Owner voting electronically shall be counted as being in attendance at the Members meeting, as the meeting may be adjourned and reconvened.

3.11 Order of Business. If a quorum has been attained, then the order of business at annual Members' meetings, and, if applicable, at other Members' meetings shall be:

- A. Call to order by President;
- B. Appointment by the President of a Chairman of the meeting (who need not be a Member or a Director);
- C. Proof of notice of the meeting or waiver of notice;
- D. Reading of minutes;
- E. Reports of officers;
- F. Reports of committees;
- G. Appointment of inspectors of election;
- H. Election of Directors;
- I. Unfinished Business;
- J. New Business;
- K. Adjournment

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

3.12 Minutes of Meeting: The minutes of all meetings of Unit Owners shall be kept in a form which is allowed by Florida Statutes, Chapter 718, as amended from time to time. The minutes shall be available for inspection by Unit Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for the time required by Florida Statutes, Chapter 718, as amended from time to time.

3.13 Action Without A Meeting. Except for those approvals by Unit Owners required by the Condominium Act, the Declaration, or these Bylaws to be made at a duly noticed meeting of Unit Owners which shall be subject to all requirements of the Condominium Act, or the Declaration, Articles or these Bylaws relating to Unit Owner decision-making, any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted (the entire Association voting as a whole).

Within 10 (ten) days, after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. This notice shall fairly summarize the material features of the authorized action.

3.14 Electronic Voting and Electronic Notice. The Association may conduct elections and other Unit Owner votes through an Internet-based online electronic (email) voting system if a Unit Owner consents, in writing, to online voting and if various requirements are met. The Board of Directors has adopted a resolution pursuant to Florida Statute 718.128 which provides for electronic (email) voting. The Association may give notice of meetings to Unit Owners electronically provided the Unit Owner consents in writing to receiving notices electronically and the Association complies with applicable Florida Statutes.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of five(5) Directors. Directors must be Association members. If there is a Director position vacant, the Board may leave the Director position vacant until the Board appoints a replacement or a replacement is elected, so long as there are three(3) Directors in place in order that the Board can have a quorum to conduct Board meetings.

4.2 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.

4.3 Vacancies and Removal.

A. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Administration occurring between annual meetings of the Members may be filled by a majority action of the remaining Directors.

B. Directors may be recalled (removed) by the Unit Owners in accordance with procedures and requirements of Chapter 718, Florida Statutes, as amended from time to time and in accordance with the rules promulgated by the Florida Department of Business and Professional Regulation concerning operation of a condominium association.

C. If a vacancy on the Board of Administration results in there being no incumbent Directors, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Village lies for the appointment of a receiver to manage the affairs of the Association. At least 30 (thirty) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place in the Village, a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Administration, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. At the next Annual Members Meeting following adoption of these Amended and Restated Articles of Incorporation: the three(3) Directors receiving the most votes, shall be elected to initially serve two(2) year terms, and the remaining two(2) Directors shall be elected to initially serve one(1) year terms. Thereafter all Directors shall be elected to serve staggered two(2) year terms with the positions of either three(3) or two(2) Directors coming up for election each year. If at this first Annual Members Meeting following adoption of these Amended Articles, there is no election because the number of candidates does not exceed the number of Director openings, the Board of Directors by majority vote shall designate the initial terms of the Directors. If there is ever uncertainty or a dispute regarding when a Director's term begins or ends, the Board has authority to resolve the matter by Board action.

4.5 Organizational Meeting. The organizational meeting of newly elected, appointed and/or second year term members of the Board of Administration shall be held within 10 (ten) days at such place and time as shall be fixed by the Directors at the annual meeting at which an election was held.

4.6 Board Meetings. Meetings of the Board of Administration and any Committee thereof at which a majority of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may audio record or video record meetings of the Board of Administration. The right to attend meetings includes the right to speak at such meetings with reference to all agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Adequate notice of all meetings, which notice shall include an agenda, shall be posted conspicuously on the Condominium or Association Property at least 48 (forty-eight) contiguous hours preceding the meeting, except in an emergency basis by at least a majority plus 1 (one) of the members of the Board of Administration. However, written notice of any meeting at which non-emergency Special Assessments, or at which rules regarding Unit use will be adopted, shall be mailed or delivered to the Unit Owners and posted conspicuously on the

Condominium or Association Property not less than 14 (fourteen) days prior to the meeting. Evidence of this 14 (fourteen) day notice requirement shall be made by an affidavit executed by the person providing notice of the meeting and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium or Association Property upon which all notices of Board meetings shall be posted. Notice of any 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 the nature of any such assessments. If there is no Condominium or Association Property or Common Element facilities upon which notices can be posted, notices of all meetings under this Section 4.6 may be mailed or delivered at least 14 (fourteen) days in advance to the Owner(s) of each Unit.

The Board shall be entitled to utilize any procedures consistent with Florida Statutes, as revised from time to time, regarding electronic notice of Board meetings and electronic voting. The Board may to the extent consistent with Florida Statutes as revised from time, conduct Board meetings as "virtual meetings" using means of remote communication. If consistent with law, the Board may adopt procedures to determine that a Director or Owner is deemed present at the meeting; how Directors and Owners will participate in the meeting; control of the meeting; and other aspects of virtual meetings.

Attendance by Conference Telephone or Zoom Type Remote Communication. When telephone conference or Zoom type remote communication is used, a 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 or Zoom type remote communication may be counted toward obtaining a quorum and may vote over the telephone or Zoom type arrangement.

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

4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent 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 Administration, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Administration, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

4.10 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may however, designate any other person to preside).

4.11 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- A. Proof of due notice of meeting;
- B. Reading of any unapproved minutes;
- C. Report from Management Company representative;
- D. Reports of officers;
- E. Reports of committees;
- F. Election of Officers;
- G. Unfinished business;
- H. New business;
- I. Adjournment

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

4.12 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a form which is allowed by Florida Statutes, Chapter 718, as amended from time to time. The minutes shall be available for inspection by Unit Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for the time required by Florida Statutes, Chapter 718, as amended from time to time.

4.13 Executive Committee; Other Committees. The Board of Administration may, by resolution duly adopted, appoint an Executive Committee to consist of 3 (three) or more members of the Board of Administration. Such Executive Committee shall have and may exercise all of the powers of the Board of Administration in management of the business and affairs of the Condominiums and Association during the period between the meetings of the Board of Administration insofar as may be permitted by law except that the Executive Committee shall not have power to:

- A. Determine the Common Expenses required for the affairs of the Condominium or Association,
- B. Determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium or Association,
- C. Adopt or amend any rules and regulations covering the details of the operation and use of the Village, or
- D. Exercise any of the powers set forth in paragraph (H) and (Q) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

5. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the management and administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declarations, the Articles or these Bylaws may not be delegated to the Board of Administration by the Unit Owners. Such powers and duties of the Board of Administration shall include, without limitation (except as limited elsewhere herein), the following:

- A. Operating and maintaining the Common Elements of the Condominium and Association Property;**
- B. Determining the expenses required for the operation of the Condominiums and the Association;**
- C. Collecting the Assessments for Common Expenses of the Condominiums and Association from Unit Owners;**
- D. Collecting Special Assessments from Unit Owners;**
- E. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements of the Condominium and Association Property;**
- F. Adopting and amending Rules and Regulations concerning the details of the operation and use of the Condominium Property of the Condominium and Association Property, subject to a right of the Unit Owner to overrule the Board as provided in Section 13 hereof;**
- G. Maintaining bank accounts and such other investments as set forth in Section 9.5 of these Bylaws, on behalf of the Association and designating the signatories required therefore;**
- H. Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association, or its designee;**
 - I. Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee;**
 - J. Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by the Association, or its designee;**
 - K. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property;**

L. Organizing, maintaining and reviewing insurance for the Condominium and Association Property;

M. Making repairs, additions and improvements to, or alterations of the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

N. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking other actions as shall be deemed necessary and proper for the sound management of the Condominium and Association;

O. Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners;

P. Borrowing money on behalf of the Condominium and granting such security interests as the lender may require.

Q. Contracting for the management and maintenance of the Condominium or Association Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of rules and regulations, repair and replacement of the Common Elements or Association Property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain, at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, Special Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association;

R. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements of the Condominium or Association Property for private parties and gatherings and, if appropriate, imposing reasonable charges for such private use;

S. Exercising;

(1) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Condominium Act, and

(2) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

T. Imposing a lawful fee in connection with the approval of the sale, mortgage, lease, sublease or other transfer of Units, not to exceed the maximum amount permitted by law in any one case;

U. Contracting with and creating special taxing districts;

V. Bringing, settling or compromising any claims or lawsuits involving matters in which all Unit Owners have a common interest;

W. Contracting with a cable operator licensed by the County to provide cable television on a bulk rate basis to Unit Owners.

X. Use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property, for which the Declaration of Condominium requires coverage by the Association. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners or their authorized representative at reasonable times; and,

Y. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Unit Owner(s) as well as a Renter(s)/Lessee(s) where applicable must keep the Secretary of the Association updated and informed in writing as to who has an emergency key in case a Unit Owner(s), Renter(s)/Lessee(s) is not available at the time an emergency arises.

6. Officers.

6.1 Executive Officers. The Executive Officers of the Association shall be a President, Vice President, a Treasurer, a Secretary, and a Director, all of whom shall be elected by the Board of Administration and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than 1(one) office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Administration from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties that are usually vested in the office of President of an Association.

6.3 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/she shall also assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an Association and as shall otherwise be prescribed by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed.

He/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.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of the Treasurer of an Association and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Administration.

7. Compensation. Neither Directors nor Officers shall receive compensation for their services.

8. Resignations. Any Director or Officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which will take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

9. Fiscal Management. The provisions for fiscal management of the Association as set forth in the Declaration and Articles shall be supplemented by the following provisions.

9.1 Budget.

A. Adoption by Board: Items. The Board of Administration shall from time to time, and at least annually, prepare a budget for the Condominium and the Association (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.112(2)(f) and Section 718.504(21) of the Act, if applicable), determine the amount of assessments payable by the Unit Owners to meet the expenses of the Condominium and the Association and allocate and assess such expenses among the Unit Owners as follows.

(1) With respect to expenses of the Association applicable to the Condominium, allocations shall be made equally among all Units in the Condominium. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building, painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000 (ten thousand dollars). The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expenses of each reserve item. The Association may adjust replacement reserve assessments to take into account any extension of the useful life of a reserve item caused

by deferred maintenance. Reserves shall not be required for the Association or Condominium only if the Members of the Association or Condominium, have, by majority vote at a duly called meeting of Members (the entire Association voting as a whole), determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. No waiver shall be effective for more than 1 (one) fiscal year. No waiver is effective as to the Condominium unless conducted at a meeting at which a majority of the voting interests in the Condominium vote to waive or reduce reserves. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

(2) Reserve funds and any interest accruing thereon shall remain in the reserve account and shall not be used for other purposes, except payment of income taxes on the interest earned and other direct expenses of maintaining reserve account, unless their use for other purposes is approved in advance, by a majority of the total voting interests of the Association.

(3) The adoption of a budget for the Condominium and Association by the Board of Administration shall comply with the requirements hereinafter set forth:

(a) Notice of Meeting. A copy of the proposed budget shall be mailed or delivered to each Unit Owner not less than 14 (fourteen) days prior to the meeting of the Board of Administration at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

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

(c) Determination of Budget Amount. In determining whether a budget Assessment against Unit Owners in any year exceeding 115% (one hundred fifteen percent) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Administration in respect of repair or replacement of the Condominium or Association Property or in respect

of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium or Association Property and all Special Assessments (including surcharges against specific Unit Owner(s)).

B. Adoption by Membership. In the event that the Board of Administration shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(A) above, the Board of Administration may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board of Administration may propose a budget in writing to all Members of the Condominium or the Association. If either such budget is adopted by the Members of the Condominium or Association present at such meeting, or receiving such written budget upon ratification by a majority of the Board of Administration, it shall become the budget for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least 10 (ten) days preceding the year for which the Assessments are made. Such Assessments shall be done in equal installments, payable in advance on the first day of each quarter (or each month at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly (or monthly) installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proved to be insufficient, the budget and Assessments may be amended at any time by the Board of Administration, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full quarters (or months) of the fiscal year left as of the date of such amended Assessment. Each such quarterly (or monthly) installment shall be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial quarter (or month) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution. Assessments and installments on them which are not paid when due bear interest at the rate provided in the Declaration, from the due date until paid. This rate may not exceed the rate allowed by law, and, if no rate is provided in the Declaration, interest shall accrue at the rate of 18% (eighteen percent) per year. The Declaration and these Bylaws so provide that the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 (twenty-five dollars) or 5% (five percent) of each installment of the Assessment for each delinquent installment that the payment is late. Any payment received by an Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on it accompanying a payment. A late fee shall not be subject to the provisions in Chapter 687 or Section 718.303(3).

9.3 Charges. Charges by the Association against Members for other than Common Expenses of the Condominium or the Association shall be payable in advance. These charges shall be collected separately from Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a Member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the exclusive use of portions of the Condominium Property or other Association Property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner(s) and fines and damages and other sums due from such Owner(s).

9.4 Special Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners concerned, and shall be paid in such manner as the Board of Administration of the Association may require in the notice of Special Assessment.

9.5 Depository. The depository of monies of the Association shall be such insured financial institution(s) as may be required by the provisions of the Condominium Act and as shall be designated from time to time by the Directors. Operating and reserve funds of the Association may be invested to seek the best yield provided that: (1) the safety of the principal is insured by the FDIC or SIPC or by the full faith and credit of the US Government, and (2) adequate liquidity is maintained to meet the financial obligations of the Association. Investment instruments may include, but are not limited to, money market accounts, domestic insured certificates of deposit, fixed income securities issued by the US Treasury or an agency of the US Government, obligations issued with the full faith and credit of the United States, or investment grade municipal or corporate bonds rated AA or better. Withdrawal of monies from the Association's accounts shall be made using commonly accepted procedures, including but not limited to, checks, ACH, EFT, wire, etc. and authorized by such person or persons as are determined by the Directors. All funds of the Association shall be maintained separately in accounts in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. No manager, agent, employee, officer, or Director of the Association shall commingle any Association funds with his/her funds or with the funds of any other person.

9.6 Acceleration of Assessment or Special Assessments Installments upon Default. If a Unit Owner(s) shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Administration or its agent may accelerate the remaining installments of the annual Assessment or Special Assessment, so long as such acceleration is made in connection with foreclosure of the lien for Assessments or Special Assessments or both, as the case may be.

9.7 Fidelity Bonds. The Association shall to the extent and as required by Chapter 718, as amended from time to time, obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The Association shall bear the cost of bonding.

9.8 Accounting Records and Reports. The Association shall maintain accounting records for the Association and Condominium as required by Chapter 718 and any rules promulgated by the Florida Department of Business and Professional Regulation concerning operation of a condominium association in the County in which it is located or within 25 (twenty-five) miles of the Condominium, if maintained in another county, according to good accounting practices normally used by similar associations or the manager under any applicable management contract. The record shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall comply with Chapter 718 and any rules promulgated by the Florida Department of Business and Professional Regulation concerning operation of a condominium association.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.10 Percentage of Association Common Expenses. In addition to the Common Expenses for the Condominium, the Association itself will have Common Expenses applicable to the Condominium, including administrative costs and costs of maintaining and operating property owned by the Association ("Association Expenses"). Association Expenses shall be apportioned among all Units operated by the Association as provided in the Declaration of Condominium.

10. Roster of Unit Owners.

10.1 The Association shall maintain a current roster of all Unit Owners of record, their mailing addresses, unit identifications, telephone numbers, whom to reach in case of an emergency if the Unit Owner(s) is not available, automobiles owned, parking space number, mailbox number, and/or bicycle boot(s), if applicable. If a Unit Owner(s) is a seasonal resident, a seasonal mailing address and phone number must also be provided to the Association. If the Unit Owner(s) rents/leases his/her unit, the information required of the Unit Owner(s) must be given for the Renter(s)/Lessee(s).

10.2 Only Unit Owner(s) of record on the date notice of any meeting requiring his/her vote is given shall be entitled to notice of and to vote at such meeting.

11. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern e conduct the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

12. Amendments.

A resolution for the adoption of a proposed amendment(s) may be proposed either by a majority of the Board of Administration or by not less than 1/3 (one-third) of the Members of the entire Association. The Bylaws may be amended by any of the following methods. References below to an Association members meeting mean a meeting of the entire Association as a whole.

A. The Bylaws may be amended by approval of a majority of those Association Members present in person or by limited proxy at any Association Members meeting where a quorum has been attained, and by not less than 66-2/3% (sixty-six and two thirds percent) of the entire Board of Administration, or

B. The Bylaws may be amended by approval of not less than 80% (eighty percent) those Association Members present in person or by limited proxy at any Association Members meeting where a quorum has been attained; or

C. The Bylaws may be amended by approval of not less than 100% (one hundred percent) of the entire Board of Administration.

All amendments to these Bylaws shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Palm Beach County, Florida.

13. Rules and Regulations. The Board of Administration may, from time to time, adopt Rules and Regulations, except that owners of a majority of the Units represented at a meeting at which a quorum is present may override the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board of Administration to each affected Owner not less than 30 (thirty) days prior to the effective date thereof.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

16. Arbitration. In the event of a dispute as defined in Florida Statues 718.1255, there shall be mandatory non-binding arbitration as provided for in said Statute.

17. Conflicts. In the event of any irreconcilable conflict, the provisions of the Declaration shall be superior to the provisions of the Articles, which shall be superior to the provisions of these Bylaws.

18. Notice and Hearing For Fines. Prior to imposition of any fine by the Association on any Owner(s), occupant(s), Renter(s)/Lessee(s), licensee(s) or invitee(s) for violating any provision of the Declaration, Articles, Bylaws, or Rules and Regulations of the Association, such person shall be given reasonable notice and opportunity to be heard. The party sought to be fined shall be given at least 14 (fourteen) days prior notice of a hearing, which notice shall include:

- A. a statement of the date, time, and place of the hearing;**
- B. a statement of the provision of the Declaration, Articles, Bylaws, Rules and Regulations claimed to have been violated; and,**
- C. a short and plain statement of the matters asserted by the Association.**

The party sought to be fined shall have an opportunity to respond, present evidence, present written and oral argument on all issues involved and shall have the opportunity at the hearing to review, challenge and respond to any material considered by the Association. No fine shall become a lien against a Unit. No fine may exceed \$100.00 (one hundred dollars) per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00 (one thousand dollars). No fine may be levied except after giving reasonable notice, and opportunity for a hearing to the Unit Owner(s), and if applicable, its Renter(s)/Lessee(s), licensee(s) or invitee(s). The hearing must be held before a Committee of other Unit Owners. If the Committee does not agree with the fine, the fine may not be levied. The provisions of this Section 18 do not apply to unoccupied Units.

19. Members' Complaints. When a Member files a written complaint by certified mail with the Board of Administration, the Board of Administration shall respond to the Member within 30 (thirty) days of receipt of the complaint. The Board of Administration shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division. The failure to act within 30 (thirty) days and to notify the member within 30 (thirty) days after the action taken precludes the Board of Administration from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

These Amended and Restated Bylaws are adopted this _____ day of _____, 202____.

**LUCENTE VILLAGE CONDOMINIUM
ASSOCIATION, INC.**

By: _____

Witness

Printed name: _____

Post office address:
6131 B Lake Worth Road,
Greenacres, FL 33463

Association President

Post office address:
6131 B Lake Worth Road
Greenacres, FL 33463

Attest:

Witness

Printed name: _____

Post office address:
6131 B Lake Worth Road
Greenacres, FL 33463

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

Association Secretary
Post office address:
6131 B Lake Worth Road
Greenacres, FL 33463

The foregoing Amended and Restated Bylaws were acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 202____, by _____ as President and _____ as Secretary of Lucente Village Condominium Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatories are personally known to me or they have produced _____ as identification.

WITNESS my signature and official seal at _____, 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: