

March 20, 2017

**ATTORNEY/CLIENT WORK PRODUCT**  
**PRIVILEGED AND CONFIDENTIAL**

**VIA REGULAR U.S. MAIL**

Colonial Ridge Maintenance Corp.  
c/o John Costello, President  
5505 N. Ocean Boulevard,  
Monticello 4-201  
Ocean Ridge, FL 33435

**Re: Recorded Amended and Restated Articles of Incorporation and Bylaws**

Dear Board Members:

Enclosed please find the original Recorded Articles of Incorporation, the Recorded Amended and Restated Articles of Incorporation and Bylaws which were recorded in the Public Records of Palm Beach County. Also enclosed are the Articles of Incorporation, filed with the Department of State on March 3, 2017.

Please be sure to file these documents in a safe place within the permanent records of the Association. Please do not hesitate to contact this office with any questions you may have.

Very truly yours,



**Marty Platts**  
For the Firm

MP/asm  
Enclosure

ACTIVE: C09004/229402:9545570\_1



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 7, 2017

MARTY PLATTS  
625 N FLAGLER DR., 7TH FL  
WEST PALM BEACH, FL 33401

Re: Document Number 288654

The Amended and Restated Articles of Incorporation for COLONIAL RIDGE MAINTENANCE CORP, a Florida corporation, were filed on March 3, 2017.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Carol Mustain  
Regulatory Specialist II  
Division of Corporations

Letter Number: 517A00004303

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
COLONIAL RIDGE MAINTENANCE CORP.**

The undersigned officers of **Colonial Ridge Maintenance Corp.** do hereby certify that the following Amended and Restated Articles of Incorporation of said corporation are a true and correct copy of the Amended and Restated Articles of Incorporation, as amended by the shareholders at a duly called and noticed meeting of the shareholders held March 19, 2015. The Amended and Restated Articles of Incorporation were adopted by the shareholders and the number of votes cast was sufficient for approval.

**SEE ATTACHED**

WITNESS my signature hereto this 20<sup>TH</sup> day of OCTOBER, 2016, at OCEAN RIDGE, Palm Beach County, Florida.

Susan D. Curt  
SUSAN D CURT  
**COLONIAL RIDGE MAINTENANCE CORP.**

Robert F. Jolley BY: John A. Costello (SEAL)  
Witness ROBERT F. JOLLEY JOHN A. COSTELLO President

Robert F. Jolley ATTEST: Frank V. Bonello (SEAL)  
Witness ROBERT F. JOLLEY FRANK V. BONELO Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of OCTOBER 2016, by JOHN COSTELLO and FRANK BONELO as President and Secretary, respectively, of Colonial Ridge Maintenance Corp., a Florida for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

 **GARY J. GRANT**  
MY COMMISSION # FF 075262  
EXPIRES: April 7, 2018  
Bonded Thru Budget Notary Services

Gary J. Grant (Signature)  
GARY J. GRANT (Print Name)  
Notary Public, State of Florida at Large

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**COLONIAL RIDGE MAINTENANCE CORPORATION**

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**NOTE: This document is a substantial rewording of the Articles of Incorporation filed with the Florida Secretary of State on January 14, 1965, recorded on December 21, 2016, at Official Records Book 28786, Page 0596, of the Public Records of Palm Beach County.**

**ARTICLE I**

**NAME**

The name of the Corporation shall be:

COLONIAL RIDGE MAINTENANCE CORPORATION

**ARTICLE II**

**PURPOSES**

The purposes for which the Corporation is formed and the business and objects to be carried on and promoted by it are as follows:

- (a) To create a Corporation to acquire any real estate or interest or rights, either improved or unimproved; and to acquire any and all personal property in connection therewith and in connection with the operation and maintenance of the Corporation;
- (b) To construct, operate, maintain and improve, and to sell, convey, assign, mortgage or lease any real estate and any personal property necessary to the operation of the Corporation;
- (c) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deeds of trust, pledge or other lien; or the assumption thereof;
- (d) To enter into, perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of any one or more of the purposes of the Corporation;

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(e) To make refunds to shareholders as provided for in the By-Laws of the Corporation;

(f) To engage in any and all lawful acts or activities related to any of the above; and

(g) To adopt and amend rules and regulations concerning the details of the operation and use of the Cooperative Property as defined in the amended and restated Bylaws

### **ARTICLE III**

#### **POWERS**

This Corporation shall have all powers granted by law to corporations by Chapter 607, Florida Statutes, and to cooperatives by Chapter 719, Florida Statutes, as both may be amended from time to time, which shall be primarily exercised in furtherance of the purposes of this Corporation.

### **ARTICLE IV**

#### **CAPITAL STOCK**

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is ten (10) shares of common stock, having no par value. The ten shareholders shall be the ten building corporations (hereafter "Building Corporations") at Colonial Ridge Club located at 5500 N. Ocean Boulevard, Ocean Ridge, Florida 33435.

### **ARTICLE V**

#### **MINIMUM CAPITAL**

The amount of capital with which this Corporation will begin business is not less than Five Hundred Dollars (\$500.00).

### **ARTICLE VI**

#### **TERM**

The Corporation shall have perpetual existence.

### **ARTICLE VII**

#### **ADDRESS**

The post office address of the principal office of this Corporation shall be 5505 N. Ocean Boulevard, Ocean Ridge, Florida 33435, or at such other place as may be designated by the Board of Directors.

## **ARTICLE VIII**

### **DIRECTORS AND OFFICERS**

This Corporation shall be governed by a Board of Directors consisting of ten (10) persons, as provided for in the By-Laws. The Board of Directors shall consist of one person representing each of the ten Building Corporations and each person shall be elected by the shareholders of the Building Corporation in the manner and in accordance with the method provided for in the By-Laws of the Corporation, as the same shall be amended from time to time.

## **ARTICLE IX**

### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. Indemnity. To the fullest extent permitted by Florida law:

(A) The Corporation shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Corporation against liability incurred in connection with such proceeding.

(B) The Corporation shall indemnify any person who is a party to any proceeding brought by or in the right of the Corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Corporation against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

2. Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

3. Exclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

4. **Recovery of Expenses.** Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Corporation, by on or behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

5. **Non-exclusive.** The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Corporation may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

6. **Application for Indemnity.** Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

## ARTICLE X

### AMENDMENTS

These Articles of Incorporation can be amended in the following manner:

1. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. **Adoption.** A proposed amendment must be approved by the vote of not less than seven of the ten shareholder Building Corporations after approval by not less than two thirds of the stockholders eligible to vote in each of the shareholder Building Corporations, either at a meeting at which a quorum is established or by written agreement.

3. **Execution and Recording.** A copy of each amendment must be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County.

## ARTICLE XI

### DIVIDENDS

Unless otherwise required by law, no dividend shall be paid at any time upon any of the stock issued by this Corporation.

## ARTICLE XII

### BY-LAWS

The Corporation shall adopt By-Laws for the regulation of its activities, and to further delineate the powers and duties of the Board of Directors and the officers of the Corporation. Said By-Laws may touch on and regulate each and every right, obligation, power, duty or activity of the Corporation, its Directors as such, officers as such, or shareholders as such, as shall not be prohibited by law, provided, however, that said By-Laws may not be inconsistent with these Articles.

## ARTICLE XIII

### SUBSCRIBERS

The names and post office address of the Subscribers to the Articles of Incorporation are as follows:

<u>Name</u>	<u>Post Office Address</u>
Gloria Leek	420 Lincoln Road Miami Beach, Florida
Judith Balsham	420 Lincoln Road Miami Beach, Florida
Nancy Pollack	420 Lincoln Road Miami Beach, Florida

## ARTICLE XIV

### INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The registered agent of this Corporation shall be GRS Management Associates, Inc., 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463.



CFN 20160450952

DR BK 28786 PG 0596  
RECORDED 12/21/2016 14:42:53  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0596 - 6185 (23pgs)

This instrument was prepared by:  
Marty Platts, Esquire,  
BECKER & POLIAKOFF, P.A.  
625 North Flagler Drive - 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(WC-112)

**CERTIFICATE OF RECORDING  
FOR THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF  
COLONIAL RIDGE MAINTENANCE CORP.**

WHEREAS, the Association wants to record the Articles of Incorporation and By-Laws for Colonial Ridge Maintenance Corp., which Articles of Incorporation were recorded with the Secretary of State on January 14, 1965, because these documents have not been recorded in the Public Records of Palm Beach County, Florida; and

NOW, THEREFORE, the Association files the attached Articles of Incorporation and By-Laws not previously recorded.

**PLEASE SEE ATTACHED**

IN WITNESS WHEREOF, we have set our hands and seals this 20<sup>th</sup> day of OCTOBER, 2016.

Susan D. Curt  
Susan D. Curt  
Robert F. Jolley  
Witness

ROBERT F. JOLLEY  
(PRINT NAME)

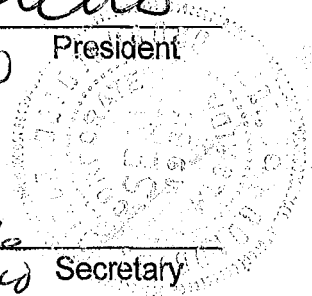
Robert F. Jolley  
Witness

ROBERT F. JOLLEY  
(PRINT NAME)

**COLONIAL RIDGE MAINTENANCE CORP.**

By: John A. Costello  
JOHN A. COSTELLO President

Attest Francis V. Buglio  
FRANCIS V. BUGLIO Secretary



[Notary page to follow]

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of OCTOBER, 2016, by JOHN COSTELLO, as President, and FRANC BONETTO, as Secretary, of Colonial Ridge Maintenance Corp., a Florida for profit corporation.

Personally Known OR  
Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

NOTARY PUBLIC - STATE OF FLORIDA

Sign  
Print

Gary J. Grant  
GARY J. GRANT  
My Commission expires:



GARY J. GRANT  
MY COMMISSION # FF 075262  
EXPIRES: April 7, 2018  
Bonded Thru Budget Notary Services

CERTIFICATE OF INCORPORATION  
OF  
COLONIAL RIDGE MAINTENANCE CORP.

We, the undersigned, in order to form a corporation under and pursuant to the provisions of the Laws of Florida for the purposes hereinafter set forth, hereby subscribed to this Certificate of Incorporation.

I

The name of the proposed corporation shall be  
COLONIAL RIDGE MAINTENANCE CORP.

II

Then general nature of the business and businesses to be transacted by this corporation shall be as follows:

- A. To engage in any commercial, industrial, and agricultural enterprise calculated or designed to be profitable to this corporation and in conformity with the Laws of the State of Florida;

To generally engage in, do, and perform, any enterprise, act, or vocation that a natural person might or could do or perform;

To engage in management consulting and to act as agents for all forms of businesses of any and all types and descriptions, and to act as factor, agent, procurer or otherwise, for and on behalf of another.

- B. To purchase for investment or resale, and to traffic in land and houses and other property of any nature, and any interest therein; to create, sell, and deal in freehold and leasehold ground rents, and to make advances upon the security of land or houses or other property, or any interest therein, and generally to traffic in by way of sale, lease, exchange or otherwise, with the land and houses and any other property, whether real or personal.
- C. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferrable instruments, including bonds, debentures, or other obligations of this corporation, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed, or in payment for property purchased or acquired, or for any other lawful objects.

RECEIVED  
JAN 14 8 50 AM '53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock, any bonds, securities, or other evidences of indebtedness, created by any corporation or corporations of this State, or any other state or government, and while owner of such stock to exercise all of the rights, powers and privileges of ownership, including the right to vote thereon.

Without in any particular limiting any of the objects and powers of this corporation, it is expressly declared and provided that this corporation shall have power in carrying on its business, or for the purpose of accomplishment of any of the purposes or attainment of any of the objects hereinabove mentioned, to make and perform contracts of any kind and description, and to do any and all other acts and things, and to exercise any and all powers, either as principal, agent or broker, conferred by the Laws of the State of Florida upon corporation, and which a co-partnership or natural person could do and exercise, and which now or hereafter may be authorized by law.

### III

The number of shares of stock that this corporation is authorized to have outstanding at any time is Fifty (50) shares of no par value.

### IV

The amount of capital with which this corporation shall begin business shall be FIVE HUNDRED (\$500.00) DOLLARS.

### V.

The existence of this corporation shall be perpetual.

### VI.

The principal office of the corporation shall be located at 5505 Ocean Boulevard, Ocean Ridge, Boynton Beach, Palm Beach County, State of Florida.

### VII

The Board of Directors of this corporation shall consist of not less than three (3) nor more than seven (7) members.

VIII

The names and post office addresses of the first Board of Directors, who, subject to the provisions of this Certificate of Incorporation, By-Laws, and the Laws of the State of Florida, shall hold office for the first year of the corporation's existence, or until their successors shall have been elected and qualified, are as follows:

GLORIA LEEK	420 Lincoln Road Miami Beach, Florida
JUDITH BALSAM	420 Lincoln Road Miami Beach, Florida
NANCY POLLACK	420 Lincoln Road Miami Beach, Florida

IX

The names and post office addresses of each subscriber to the Certificate of Incorporation, and the number of shares of stock which each agrees to take, the total aggregate amount of which shall be the sum of FIVE HUNDRED (\$500.00) DOLLARS, the amount of capital with which this corporation shall begin business are as follows:

GLORIA LEEK	420 Lincoln Road Miami Beach, Florida	16 2/3	\$166.67
JUDITH BALSAM	420 Lincoln Road Miami Beach, Florida	16 2/3	\$166.67
NANCY POLLACK	420 Lincoln Road Miami Beach, Florida	16 2/3	\$166.66

X

The officers of the corporation until the first meeting of the Board of Directors shall be:

GLORIA LEEK	PRESIDENT
JUDITH BALSAM	VICE PRESIDENT
NANCY POLLACK	SECRETARY TREASURER

IN WITNESS WHEREOF, the parties have hereunto made, subscribed and acknowledged this Certificate of Incorporation.

*Gloria Leek*

BY-LAWS

-of-

COLONIAL RIDGE MAINTENANCE CORP.

ARTICLE I.

MEETING OF STOCKHOLDERS

Section 1. ANNUAL MEETING. The annual meeting of Stockholders shall be held at the principal office of the Corporation, in the City of Ocean Ridge, County of Palm Beach, State of Florida, or at such other places as the Board of Directors may from time to time determine, either within or without the State of Florida, on January 15th of each year, at 10:00 o'clock in the fore noon of that day. (If the day so designated shall fall upon a Sunday or a legal holiday, then the meeting shall be held upon the first business day thereafter.) The Secretary shall serve personally, or by mail, a written notice thereof, not less than Five (5) nor more than Ten (10) days previous to such meeting, addressed to each stockholder at his address as it appears on the stock book; but at any meeting at which all Stockholders shall be present, or of which all Stockholders not present have waived notice in writing, the

giving of notice as above required may be dispensed with.

Section 2. SPECIAL MEETINGS. Special meetings of Stockholders other than those regulated by Statute, may be called at any time by a majority of the Directors. Notice of such meeting stating the purpose for which it is called shall be served personally or by mail by the Secretary not less than Five (5) days before the date set for such meeting. If mailed, it shall be directed to a Stockholder at his address as it appears on the stock book; but at any meeting of which all stockholders shall be present, or of which stockholders not present have waived notice in writing, the giving of notice as above described may be dispensed with. The Board of Directors shall also, in like manner, call a special meeting of Stockholders whenever so requested in writing by Stockholders representing not less than Fifty (50%) percent of the capital stock of the company. The President may in his discretion call a special meeting of Stockholders upon days notice. No business other than that specified in the call for the meeting, shall be transacted at any meeting of the stockholders, except upon the unanimous consent of all the Stockholders entitled to notice thereof. Special meetings may be held within or without the State of Florida.

Section 3. VOTING: At all meetings of the Stockholders, each Stockholder of the Corporation shall be entitled, at each proposal presented at the meeting, to one vote for each share of voting stock recorded in the name of such Stockholder on the books of the company. Votes may be cast in person or by written authorized proxy.

Section 4. PROXY. Each proxy must be executed in writing by the Stockholder of the Corporation, or his duly authorized attorney. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless it shall have specified therein its duration.

Every proxy shall be revocable at the discretion of the person executing it or of his personal representatives or assigns.

Section 5. QUORUM. The number of shares of any class having voting power, the holders of which shall be present in person or represented by proxy at any meeting of the stockholders in order to constitute a quorum for the transaction of any business or any specified item of business shall be a majority of the outstanding shares of such class.

If a quorum shall not be present or represented, the Stockholders entitled to a vote thereat shall have

power to adjourn from time to time the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business or any specified item of business may be transacted which might have been transacted at the meeting as originally notified.

The number of votes or consents of the holders of any class of stock having voting power which shall be necessary for the transaction of any business or any specified item of business at any meeting of stockholders, including amendments to the Certificate of Incorporation or the giving of any consent, shall be a majority of the stock present and voting at the meeting provided there is a quorum present.

## ARTICLE II.

### DIRECTORS

Section 1. NUMBER. The affairs and business of this Corporation shall be managed and its corporate powers exercised by a Board of Directors composed of three to seven members who need not be stockholders of record. All of the Directors shall be of full age and at least one of such Directors shall be a citizen of the United States.

Section 2. HOW ELECTED. At the annual meeting of stockholders, each corporation stockholder shall elect one person to represent it and the ten (10) persons so elected shall comprise a Board of Governors. This Board shall then proceed to the election of Directors as provided in the Charter of the corporation and in these By-Laws. The three (3) to seven (7) members so elected at the discretion of this Board of Governors shall be directed and shall constitute this Board until the next annual meeting of Board of Governors and election and qualification of their successors. The Board of Governors shall represent the stockholders of the corporation and shall be the persons to whom this Board of Directors shall be responsible.

Section 3. TERM OF OFFICE. The term of office of each of the Directors shall be one (1) year, and thereafter until his successor has been elected and qualified.

Section 4. DUTIES. The Board of Directors shall have the control and general management of the affairs and business of the Corporation. Such Directors shall in all cases act as a Board, regularly convened, by a majority vote, and they may adopt such rules and regulations for the conduct of their meetings and the management of the company as they may deem proper, not inconsistent with these By-Laws and the laws of the State of Florida.

Section 5. DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the Stockholders, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of any Director. Directors' meetings may be held within or without the State of Florida.

Section 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meeting, shall be given by service upon each Director in person, or by mailing to him at his last known postoffice address, at least Five (5) days before the date therein designated for such meeting, including the day of mailing, of a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting, and no business other than that specified in such notice shall be transacted at any special meeting. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Section 7. VOTING. At all meetings of the Board of Directors, each Director is to have one vote, irrespective of the number of shares of stock that he may hold. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. VACANCIES. Vacancies in the Board

occurring between annual meetings shall be filled for the un-  
expired portion of the term by a majority vote of  
the remaining Directors.

Section 9. REMOVAL OF DIRECTORS. Any one or more  
of the Directors may be removed either with or without cause,  
at any time by a vote of the Stockholders holding Fifty (50%)  
percent of the stock, at any special meeting called for the  
purpose.

Section 10. WAIVER OF NOTICE. Whenever by statute,  
the provisions of the Certificate of Incorporation or these By-  
Laws, the Stockholders or the Board of Directors are authorized  
to take any action after notice, such notice may be waived, in  
writing, before or after the holding of the meeting, by the  
person or persons entitled to such notice, or, in the case of  
a Stockholder, by his attorney thereunto authorized.

Section 11. QUORUM. At any meeting of the Board of  
Directors, a majority of the Board shall constitute a  
quorum for the transaction of business; but in the event of a  
quorum not being present, a less number may adjourn the meeting  
to some future time, not more than Ten (10) days later. The  
number of Directors who shall be present at any meeting of the  
Board of Directors in order to constitute a quorum for the

transaction of any business or any specified item of business shall be a majority of Directors.

The number of votes of Directors that shall be necessary for the transaction of any business or any specified item of business at any meeting of the Board of Directors shall be a majority of the Directors present provided a quorum is present.

If a quorum shall not be present at any meeting of the Board of Directors, those present may adjourn the meeting from time to time, until a quorum shall be present.

### ARTICLE III.

#### OFFICERS

Section 1. NUMBER. The officers of this Corporation shall be:

President	MICHAEL SUSIK
Vice-President	HERBERT H. THIELE
Secretary	MATTHEW SPENADEL
Treasurer	MATTHEW SPENADEL

Any officer may hold more than one office.

Section 2. ELECTION. All Officers of the Corporation shall be elected annually by the Board of Directors at its meeting

held immediately after the meeting of Stockholders, and shall hold office for the term of one (1) year, or until their successors are duly elected. Officers need not be members of the Board.

The Board may appoint such other officers, agents and employees as it shall deem necessary who shall have such authority and shall perform such duties as from time to time shall be prescribed by the Board.

Section 3. DUTIES OF OFFICERS. The duties and powers of the Officers of the Company shall be as follows:

**PRESIDENT**

The President shall preside at all meetings of the Board of Directors and Stockholders.

He shall present at each annual meeting of the Stockholders and Directors a report of the condition of the business of the Company.

He shall cause to be called regular and special meetings of the Stockholders and Directors in accordance with these By-Laws.

He shall appoint and remove, employ and discharge and fix the compensation of all servants, agents, employees, clerks of the Corporation other than the duly appointed Officers, sub-

ject to the approval of the Board of Directors.

He shall sign and make all contracts and agreements in the name of the Corporation.

He shall see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law.

He shall sign all certificates of stock, notes, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn by the Treasurer.

He shall enforce these By-Laws and perform all the duties incident to the position and office and which are required by law.

#### VICE-PRESIDENT

During the absence or inability of the President to render and perform his duties or exercise his powers, as set forth in these By-Laws or in the acts under which this Corporation is organized, the same shall be performed and exercised by the Vice-President; and when so acting, he shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon such President.

#### SECRETARY

The Secretary shall keep the minutes of the meetings of

the Board of Directors and of the Stockholders in appropriate books.

He shall give and serve all notices of the Corporation.

He shall be custodian of the records and of the seal, and affix the latter when required.

He shall keep the stock and transfer books in the manner prescribed by law, so as to show at all times the amount of capital stock, the manner and the time the same was paid in, the names of the owners thereof, alphabetically arranged, their respective places of residence, their postoffice address, the number of shares owned by each, the time at which each person became such owner, and the amount paid thereon; and keep such stock and transfer books open daily during business hours at the office of the Corporation, subject to the inspection of any Stockholder of the Corporation, and permit such Stockholder to make extracts from said books to the extent and as prescribed by law.

The aforementioned duties may be delegated to a Transfer Agent with the consent and approval of the Board of Directors.

He shall sign all certificates of stock.

He shall present to the Board of Directors at their stated meetings all communications addressed to him officially

by the President or any officer or shareholder of the Corporation.

He shall attend to all correspondence and perform all duties incident to the office of Secretary.

#### TREASURER

The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks or bank, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He shall sign, make and endorse in the name of the Corporation, all checks, drafts, warrants and orders for the payment of money, and pay out and dispose of same and receipt therefor, under the direction of the President or the Board of Directors.

He shall exhibit at all reasonable times his books and accounts to any Director or Stockholder of the Company upon application at the office of the Corporation during business hours.

He shall render a statement of the conditions of the finances of the Corporation at each regular meeting of the Board of Directors, and at such other times as shall be required of him, and a full financial report at the annual

meeting of the Stockholders.

He shall keep at the office of the Corporation, correct books of account of all its business and transactions and such other books of account as the Board of Directors may require.

He shall do and perform all duties appertaining to the office of Treasurer.

Section 4. BOND. The Treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Section 5. VACANCIES, HOW FILLED. All vacancies in any office shall be filled by the Board of Directors without undue delay at its regular meeting or at a meeting specially called for that purpose. In the case of the absence of any Officer of the Corporation or for any reason that the Board of Directors may deem sufficient, the Board may, except as specifically otherwise provided in these By-Laws, delegate the powers or duties of such Officers to any other officer or director for the time being, provided Fifty (50%) percent of the entire Board concur therein.

Section 6. COMPENSATION OF OFFICERS. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Section 7. REMOVAL OF OFFICERS. The Board of Directors may remove any officer by a Majority vote, at any time with or without cause.

ARTICLE IV.

CERTIFICATES OF STOCK

Section 1. DESCRIPTION OF STOCK CERTIFICATES. The certificates of stock shall be numbered and registered in the order in which they are issued. They should be bound in a book and shall be issued in consecutive order and a record of the name of the person owning the shares, with the date of issuance and number thereof, shall be kept by the Secretary. Such certificates shall exhibit the holder's name and the number of shares. They shall be signed by the President or Vice-President, and countersigned by the Secretary or Treasurer and sealed with the seal of the Corporation.

Section 2. TRANSFER OF STOCK. The stock of the Corporation shall be assignable and transferable on the books of the Corporation only by the person in whose name it appears on said books, his legal representatives or by his duly authorized agent. In case of transfer by attorney, the power of attorney, duly executed and acknowledged, shall be deposited with the

Secretary. In all cases of transfer, the former certificate must be surrendered up and cancelled before a new certificate be issued. No transfer shall be made upon the books of the Corporation within ten (10) days next preceding the annual meeting of the shareholders.

Section 3. LOST CERTIFICATES. If a Stockholder shall claim to have lost or destroyed a certificate or certificates of stock issued by the Corporation, the Board of Directors may direct, at its discretion, a new certificate or certificates issued, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed, and upon the deposit of a bond or other indemnity in such form and with such sureties if any as the Board may require.

#### ARTICLE V.

##### SEAL

Section 1. The seal of the Corporation shall be as follows:

ARTICLE VI.

DIVIDENDS

Section 1. WHEN DECLARED. The Board of Directors shall by vote declare dividends from net earnings or from surplus of the assets over liabilities including capital whenever, in their opinion, the condition of the Corporation's affairs will render it expedient for such dividends to be declared.

Section 2. RESERVE. The Board of Directors may set aside out of the net profits of the Corporation available for dividends such sum or sums, before payment of any dividend, as the Board in its absolute discretion thinks proper as a reserve fund, to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interests of the Corporation, and they may abolish or modify any such reserve in the manner in which it was created.

ARTICLE VII.

BILLS, NOTES, ETC.

Section 1. HOW MADE. All bills payable, notes, drafts, warrants, or other negotiable instruments other than checks of the Corporation shall be made in the name of the

Corporation, and shall be signed by the Secretary or Treasurer and countersigned by the President or Vice-President. No officer or agent of the Corporation, either singly or jointly with others, shall have the power to make any bill payable, note, draft, or warrant or other negotiable instrument, except checks, or endorse the same in the name of the Corporation, or contract or cause to be contracted any debt or liability in the name or in behalf of the Corporation, except as herein expressly prescribed and provided.

#### ARTICLE VIII.

##### AMENDMENTS

Section 1. HOW AMENDED. These By-Laws may be altered, amended, repealed or added to by the vote of the Board of Directors of this Corporation at any regular meeting of said Board, or at a special meeting of Directors called for that purpose provided a quorum of the Directors as provided by law and by the Certificate of Incorporation, are present at such regular or special meeting. These By-Laws, and any amendments thereto, and new By-Laws added by the Directors may be amended, altered or replaced by the stockholders at any annual or special meeting of the stockholders.

ARTICLE IX.

FISCAL YEAR

The Fiscal Year shall be determined by a vote of the  
Board of Directors.



CFN 20170051365

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RECORDED 02/10/2017 15:06:42  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1902 - 1936; (35pgs)

This instrument was prepared by:

**Marty Platts, Esq.**  
Becker & Poliakoff, P.A.  
625 N Flagler Drive  
7th Floor  
West Palm Beach, FL 33401  
**(W-C112)**

**CERTIFICATE OF AMENDMENT TO  
THE ARTICLES OF INCORPORATION AND BY-LAWS FOR  
COLONIAL RIDGE MAINTENANCE CORP.**

---

WHEREAS, the Articles of Incorporation and By-Laws for Colonial Ridge Maintenance Corp. were duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 28786 at Page 0596 ; and

WHEREAS, at a duly called and noticed meeting of the shareholders of **Colonial Ridge Maintenance Corp.**, a Florida for-profit corporation, held on **March 19, 2015**, the aforementioned Articles of Incorporation were amended pursuant to Florida Statutes 719.1055(4)(a) and By-Laws were amended pursuant to the provisions of said By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the attached amendments to the Articles of Incorporation and By-Laws are a true and correct copy of the amendments as amended by the shareholders.

**SEE ATTACHED  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
AND  
AMENDED AND RESTATED BY-LAWS OF  
COLONIAL RIDGE MAINTENANCE CORP.**

\* \* \* \* \*

WITNESS my signature hereto this 20<sup>TH</sup> day of OCTOBER, 2016, at Palm Beach, Palm Beach County, Florida.

*Susan D. Curt*  
Susan D. Curt

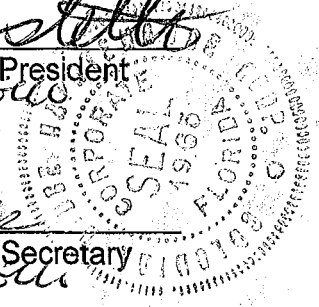
**COLONIAL RIDGE MAINTENANCE CORP.**

*Robert F. Jolley*  
Witness  
ROBERT F. JOLLEY  
(PRINT NAME)

By: *John A. Costello*  
JOHN A. COSTELLO President

*Robert F. Jolley*  
Witness  
ROBERT F. JOLLEY  
(PRINT NAME)

Attest *Frank Bonello*  
FRANK BONELLO Secretary



STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of OCTOBER 2016, by JOHN COSTELLO and FRANK BONELLO, as President and Secretary, respectively, of Colonial Ridge Maintenance Corp., a Florida for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.



**GARY J. GRANT**  
MY COMMISSION # FF 075262  
EXPIRES: April 7, 2018  
Bonded Thru Budget Notary Services

*Gary J. Grant* (Signature)

GARY J. GRANT (Print Name)  
Notary Public, State of Florida at Large

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**COLONIAL RIDGE MAINTENANCE CORPORATION**

---

**NOTE: This document is a substantial rewording of the Articles of Incorporation filed with the Florida Secretary of State on January 14, 1965, recorded on December 21, 2016, at Official Records Book 28786, Page 0596, of the Public Records of Palm Beach County.**

**ARTICLE I**

**NAME**

The name of the Corporation shall be:

COLONIAL RIDGE MAINTENANCE CORPORATION

**ARTICLE II**

**PURPOSES**

The purposes for which the Corporation is formed and the business and objects to be carried on and promoted by it are as follows:

(a) To create a Corporation to acquire any real estate or interest or rights, either improved or unimproved; and to acquire any and all personal property in connection therewith and in connection with the operation and maintenance of the Corporation;

(b) To construct, operate, maintain and improve, and to sell, convey, assign, mortgage or lease any real estate and any personal property necessary to the operation of the Corporation;

(c) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deeds of trust, pledge or other lien; or the assumption thereof;

(d) To enter into, perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of any one or more of the purposes of the Corporation;

(e) To make refunds to shareholders as provided for in the By-Laws of the Corporation;

(f) To engage in any and all lawful acts or activities related to any of the above; and

(g) To adopt and amend rules and regulations concerning the details of the operation and use of the Cooperative Property as defined in the amended and restated Bylaws

### **ARTICLE III**

#### **POWERS**

This Corporation shall have all powers granted by law to corporations by Chapter 607, Florida Statutes, and to cooperatives by Chapter 719, Florida Statutes, as both may be amended from time to time, which shall be primarily exercised in furtherance of the purposes of this Corporation.

### **ARTICLE IV**

#### **CAPITAL STOCK**

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is ten (10) shares of common stock, having no par value. The ten shareholders shall be the ten building corporations (hereafter "Building Corporations") at Colonial Ridge Club located at 5500 N. Ocean Boulevard, Ocean Ridge, Florida 33435.

### **ARTICLE V**

#### **MINIMUM CAPITAL**

The amount of capital with which this Corporation will begin business is not less than Five Hundred Dollars (\$500.00).

### **ARTICLE VI**

#### **TERM**

The Corporation shall have perpetual existence.

### **ARTICLE VII**

#### **ADDRESS**

The post office address of the principal office of this Corporation shall be 5505 N. Ocean Boulevard, Ocean Ridge, Florida 33435, or at such other place as may be designated by the Board of Directors.

## **ARTICLE VIII**

### **DIRECTORS AND OFFICERS**

This Corporation shall be governed by a Board of Directors consisting of ten (10) persons, as provided for in the By-Laws. The Board of Directors shall consist of one person representing each of the ten Building Corporations and each person shall be elected by the shareholders of the Building Corporation in the manner and in accordance with the method provided for in the By-Laws of the Corporation, as the same shall be amended from time to time.

## **ARTICLE IX**

### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. Indemnity. To the fullest extent permitted by Florida law:

(A) The Corporation shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Corporation against liability incurred in connection with such proceeding.

(B) The Corporation shall indemnify any person who is a party to any proceeding brought by or in the right of the Corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Corporation against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

2. Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

3. Exclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

4. **Recovery of Expenses.** Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Corporation, by on or behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

5. **Non-exclusive.** The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Corporation may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

6. **Application for Indemnity.** Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

## ARTICLE X

### AMENDMENTS

These Articles of Incorporation can be amended in the following manner:

1. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. **Adoption.** A proposed amendment must be approved by the vote of not less than seven of the ten shareholder Building Corporations after approval by not less than two thirds of the stockholders eligible to vote in each of the shareholder Building Corporations, either at a meeting at which a quorum is established or by written agreement.

3. **Execution and Recording.** A copy of each amendment must be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County.

## ARTICLE XI

### DIVIDENDS

Unless otherwise required by law, no dividend shall be paid at any time upon any of the stock issued by this Corporation.

## ARTICLE XII

### BY-LAWS

The Corporation shall adopt By-Laws for the regulation of its activities, and to further delineate the powers and duties of the Board of Directors and the officers of the Corporation. Said By-Laws may touch on and regulate each and every right, obligation, power, duty or activity of the Corporation, its Directors as such, officers as such, or shareholders as such, as shall not be prohibited by law, provided, however, that said By-Laws may not be inconsistent with these Articles.

## ARTICLE XIII

### SUBSCRIBERS

The names and post office address of the Subscribers to the Articles of Incorporation are as follows:

<u>Name</u>	<u>Post Office Address</u>
Gloria Leek	420 Lincoln Road Miami Beach, Florida
Judith Balsham	420 Lincoln Road Miami Beach, Florida
Nancy Pollack	420 Lincoln Road Miami Beach, Florida

## ARTICLE XIV

### INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The registered agent of this Corporation shall be GRS Management Associates, Inc., 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463.

**AMENDED AND RESTATED  
BY-LAWS**

**OF**

**COLONIAL RIDGE MAINTENANCE CORPORATION**

**A FLORIDA FOR-PROFIT CORPORATION**

---

**NOTE: This document is a substantial rewording of the original text of the By-Laws of Colonial Ridge Maintenance Corporation, recorded on December 21, 2016, at Official Records Book 28786, Page 0596, of the Public Records of Palm Beach County.**

**ARTICLE 1**

**GENERAL**

1.1 **The Name.** The name of the Corporation shall be COLONIAL RIDGE MAINTENANCE CORPORATION, hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Association shall be at 5505 N. Ocean Boulevard, Ocean Ridge, Florida 33435, or at such other place as may be subsequently designated by the Board of Directors.

1.3 **Identity.** These By-Laws are established pursuant to the Florida Cooperative Act, Chapter 719, Florida Statutes ("Act"), as same may be amended from time to time, for the purpose of administering, operating and managing the Cooperative Property.

1.4 **Definition.** As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the definitions set forth below. Any terms not defined shall have those definitions established by the Cooperative Act.

**ARTICLE 2**

**DEFINITIONS**

2.1 "Act" means the Cooperative Act (Chapter 719 of the Florida Statutes) as it may be amended from time to time, and all references herein to the Act shall mean and refer to the Act as amended from time to time, whether or not so stated.

2.2 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is levied against each Unit Owner.

2.4 "Association" means Colonial Ridge Maintenance Corporation, the corporation that is responsible to operate and maintain the Cooperative Property.

2.5 "Board" means the Board of Directors or representative body responsible for administration of the Association.

2.6 "Building Corporation" means and refers to the ten building corporations which are cooperatives having jurisdiction over the residential Units within the Association and which are responsible for administering or maintaining Building Corporation property.

2.7 "By-Laws" means the By-Laws of the Association existing from time to time.

2.8 "Committee" means a group of board members and/or Unit Owners appointed by the Board of Directors or by the President of the Board to make recommendations to the Board of Directors regarding the association budget or any other matters. The authority of the Committee is limited to such authority as is specifically delegated by the President of the board with the approval of a majority of the Board of Directors or by the Board of Directors.

2.9 "Common Expenses" means all expenses incurred for the operation and maintenance of Colonial Ridge Maintenance Corporation and the Cooperative Property properly incurred by the Association.

2.10 "Common Surplus" means the excess of all receipts of the Association including, but not limited to, assessments, profits and revenues on account of the Cooperative Property and over the amount of Common Expenses.

2.11 "Cooperative Documents" means:

- A. The Articles of Incorporation of the Association and these By-Laws.
- B. The stock certificate or other document evidencing a Unit Owner's membership in a Building Corporation, and each Building Corporation's stock certificate evidencing its membership in the Association.
- C. The Rules and Regulations, as same may be adopted, published and amended from time to time by the Board of Directors.

2.12 "Cooperative Property" means the real and personal property owned by the Association or for which the Association has historically had specific responsibility and control, including but not limited to the common landscaping and mail facility, roads,

parking areas and right-of-ways, sewer and storm water system, beach areas, club house, pool, and other recreational areas and facilities maintained and operated by the Association located at 5505 North Ocean Boulevard, Ocean Ridge, Florida 33435.

2.13 "Member" or "Shareholder" shall mean or refer to each of the ten building corporations a/k/a Building Corporations.

2.14 "Special Assessment" means any Assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.15 "Unit" or "Apartment" means a part of the Building Corporation property which is subject to exclusive use and possession of the Unit Owner. There are 122 Units in Colonial Ridge Club with several Units owned by more than one owner.

2.16 "Unit Owner" or "Owner of a Unit" means the person holding shares of stock in any Building Corporation and a Proprietary Lease and Occupancy Agreement granting a right of occupancy in the Unit.

2.17 "Voting Interests" means the voting rights distributed to the Unit Owners of the Building Corporations as provided for in these By-Laws. Any reference in the Cooperative Documents to a vote of the Unit Owners shall be based upon the eligible Voting Interests of each Unit as defined in Section 4.2 of these By-Laws, unless otherwise specifically provided.

### ARTICLE 3

#### **OPERATION OF THE COOPERATIVE PROPERTY BY THE ASSOCIATION: PURPOSE AND POWERS**

3.1 The purpose of this Association is to provide for the management and administration of the Cooperative Property, located at 5505 North Ocean Boulevard, Ocean Ridge, Florida 33435, and legally described as: Common Area A/K/A Blocks A, B & Z Palm Beach Shores AC All of Lt 6 LYG E of SR & LT 7 (less SR No. 140) Block A, on a for-profit basis consistent with the provisions set forth in its Articles of Incorporation and Chapter 719, Florida Statutes, as the same may be amended from time to time. Further references to Chapter 719, Florida Statutes, the Cooperative Act or the Act, or any portion thereof shall be deemed to be references to said Statute as amended from time to time, whether or not so stated.

3.2 Powers and Duties. The Association shall be the entity responsible for the operation and maintenance of the Cooperative Property. The powers and duties of the Association shall include those set forth in these By-Laws and the Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation under the laws of Florida that are not in conflict with the provisions of the Cooperative Documents or the Cooperative Act; (ii) the powers and duties set forth in the Cooperative Act; as well as (iii) all powers

and duties granted to or imposed upon it by the Cooperative Documents, including without limitation:

A. The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, maintain, repair and replace the Cooperative Property.

B. The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.

C. The right to grant, modify or move easements which are part of or cross the Cooperative Properties.

D. The power to contract for the management and maintenance of the Cooperative Property and to authorize 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, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Cooperative Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such 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 in the Cooperative Documents and the Cooperative Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

E. The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association.

F. The power to adopt and amend rules and regulations concerning the details of the operation, management, and maintenance of the Cooperative Property; which shall include the use of Units, subject to agreement with individual Building Corporations.

G. The power to lease and/or charge a fee for the exclusive use of the Cooperative Property to any Unit Owner being granted, by the Association, a right to such exclusive use.

H. To pay taxes and other charges, if any, on or against the property operated and maintained by the Corporation.

I. The duty to maintain official records according to good accounting practices, and the requirements of the Cooperative Act, as same may be amended from time to time.

J. To procure and maintain insurance such as is required or deemed necessary in the sole discretion of the Directors.

3.3 **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Cooperative Property, the Association shall not be liable to any Building Corporation or any Unit Owner for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Cooperative Property. Further, the Association shall not be liable to any Building Corporation or any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

3.4 **Restraint Upon Assignment of Shares in Assets.** The share of a Building Corporation in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner.

3.5 **Acts of the Association.** Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in the Cooperative Documents, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Cooperative Documents shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

## ARTICLE 4

### **MEMBERSHIP, VOTING PROVISIONS AND MEETINGS**

4.1 **Membership.** Membership in this Association shall be limited to the ten Building Corporations. Record owners of Units in the Building Corporations having fulfilled all contractual obligations to their respective Building Corporation and being in good standing with their respective Building Corporation, shall have full right to the use of Cooperative Property. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate the right to use Cooperative Property by the prior Unit Owner and the transferee shall automatically become entitled to full right to use Cooperative Property. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be authorized to attend meetings. If Unit ownership is vested in a trustee or, to the extent permitted by the Cooperative Documents, any other entity, the trustee or entity shall designate a representative or an individual officer or employee to exercise its rights.

#### 4.2 **Voting Rights**

A. On all matters upon which the Unit Owners of the Building Corporations shall be entitled to vote, there shall be one (1) vote for each Unit. Said votes shall be exercised or cast in the manner provided in these By-Laws. The vote of a Unit shall not be divisible. Unless otherwise set forth in the Cooperative Documents or in the Cooperative Act, matters shall be voted on by the Unit Owners of each Building Corporation and shall be determined by a vote of a majority of the eligible voting interests in each Building Corporation, voting in person or by proxy, at a meeting at which a quorum is established, or by written agreement. Only the Director representing a Building Corporation shall cast the vote of its members.

B. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Building Corporation prior to or at the meeting at which they are to be used, or prior to or at any lawful adjournment thereof, and shall be effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, but the revocation must be in writing or in person at the meeting for which the proxy was given or any lawful adjournment thereof.

4.3 **Quorum.** Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the total votes of the membership of each Building Corporation shall constitute a quorum.

4.4 **Designation of Voting Unit Owner.** If a Unit is owned by one or more persons, their right to vote for that Unit's Association Board member or any other matter for which a Unit Owner may be entitled to vote under these Bylaws, shall be established by the record title to the Unit and any one of them may cast the vote for the Unit. If a Unit is owned by a trustee or, to the extent permitted by the Cooperative Documents, another entity, the trustee or entity shall designate the representative, officer, employee or agent entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Building Corporation and/or the Association, as appropriate, signed by its authorized representative. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by a permitted entity, such certificate is not on file with the Secretary of the Building Corporation, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.

4.5 **Place.** All meetings of members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

4.6 **Notices.** It shall be the duty of the Secretary: (1) to send by regular mail, hand delivery or electronic transmission a notice of special meetings to each Building Corporation and the Building Corporation shall notify each of their Unit Owners if notice to

a Unit Owner is required; and (2) to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting, except as provided in Sections 5.6 and 5.7 of these By-Laws. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. All notices shall be mailed, hand delivered or sent by electronic transmission to the address last furnished to the Building Corporation by the Unit Owner as it appears on the books of each Building Corporation. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice, or a United States Postal Service Certificate of mailing, shall be included in the official records of the Association affirming that the notice was mailed or hand delivered in accordance with Florida law. Notice of specific meetings may be waived in writing before or after the meeting.

4.7 **Adjourned Meeting.** If a special meeting of the Unit Owners of the Building Corporations cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present. If any agenda item at a meeting of the Unit Owners of the Building Corporations cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting may be adjourned from time to time until the requisite vote is achieved.

## ARTICLE 5

### DIRECTORS

5.1 **Membership.** The affairs of the Association shall be managed by a Board of ten (10) directors. All directors shall be members of the Building Corporation they represent, which may include the designee of a trustee holding title for a trust, the designated representative of any other permitted entity, or the stockholder spouse of a Unit Owner residing in the Unit.

5.2 **Election of Directors.** Election of directors shall be conducted in the following manner:

A. Election of directors shall occur at the annual meeting of each Building Corporation.

B. The membership of each Building Corporation shall elect one director to serve on the Board, who shall be a stockholder in their respective Building Corporation, must be a proprietary lessee in that Building Corporation, must be in good standing with their Building Corporation, and shall have read, agreed to, and signed the Association Code of Professional Ethics. No person shall be a director if that person or any entity with which the person is affiliated: (1) has done business with the Association within two years of the term of office for which that person might otherwise be qualified; or (2) intends to do business with the Association during the one year term of office for which that person might otherwise be qualified.

C. Election of a director from each Building Corporation shall be done in accordance with the By-Laws of each Building Corporation, subject to the requirements of the Act, and the applicable provisions of the Administrative Code.

D. Unless the vote of the membership of the Building Corporations is required, only the director elected from each Building Corporation shall be entitled to cast a vote on behalf of the members of the Building Corporation which elected him, at Board of Directors' meetings of the Association.

E. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the membership of the Building Corporation represented by the vacant seat on the Board shall elect a successor who shall hold office for the balance of the unexpired term of office. The election for the purpose of filling said vacancy may be done at any regular or special meeting of the members of the affected Building Corporation.

5.3 **Organizational Meeting.** The organizational meeting of a newly elected Board shall be held within ten (10) days of their election in January of each year at such place and time as shall be fixed by the Board. Notice of such organizational meeting, which notice specifically incorporates an identification of agenda items, shall be posted conspicuously on the Cooperative Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

5.4 **Term.** The term of each director's service shall be for one (1) year and subsequently until his successor is duly elected and qualified, or until he or she is removed in the manner elsewhere provided.

5.5 **Recall.** Any member of the Board may be recalled and removed from office with or without cause by a majority of the voting interests of the Building Corporation that elected him, either by written agreement or at a meeting of the particular Building Corporation called for that purpose. A special meeting of the Unit Owners to recall a member of the Board may be called by twenty-five percent (25%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a director shall be further governed by the applicable provisions of the Act and the Florida Administrative Code, as same may be amended from time to time.

5.6 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, facsimile, electronic mail or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board and only those committee meetings which committees have the authority to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously at

a place designated by the Board forty-eight (48) continuous hours preceding the meeting except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments will be considered, shall be mailed, hand delivered or electronically transmitted to each Building Corporation and the Building Corporation must notify each of their Unit Owners, and posted conspicuously at a place designated by the Board not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a regular Board meeting on the Cooperative Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Cooperative Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall contain a statement that assessments will be considered and the nature and estimated amount of any such assessments. The right of a Unit Owner to attend regular Board meetings includes the right to speak at such meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit the Unit Owner to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Unit Owner may tape record or videotape meetings of the Board, committee or members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

5.7 **Special Meetings.** Special meetings of the Board may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of three (3) of the directors or at the request, in writing, of twenty percent (20%) of all Unit Owners. Notice of the meeting shall be given personally or by mail, telephone, facsimile, electronic mail or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at the Cooperative forty-eight (48) continuous hours in advance except in the event of an emergency. The right of a Unit Owner to attend special Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section 5.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

5.8 **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 giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his or her 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.

5.9 **Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. 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, except when approval by a greater number of directors is required by the Cooperative Documents. Should any motion be approved by four or less directors, then that motion shall not become effective until ratified by a vote of at least five or more directors at a subsequent board meeting. The Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes. Directors may meet by telephone conference and those attending by telephone conference may be counted toward a quorum and may vote by telephone, provided the telephone conference is conducted on a speaker so that the conversation of those Board members attending by telephone may be heard by the Board and any other person attending the meeting.

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

5.11 **Presiding Officer.** The presiding officer of the directors' meetings shall be the President, his or her designee or, in the absence of the President, the Vice-President or his or her designee. In the absence of the President or Vice-President, the directors present shall designate one of their number to preside or designate the attorney of the Association or a representative of the Association's management company to act as chairman.

5.12 **Order of Business.** The order of business at directors' meetings shall, to the extent practical, be:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Unfinished business;
- F. New business;
- G. Adjournment.

5.13 **Compensation.** Directors shall not be entitled to compensation for their services except for the President who shall be entitled to not more than \$200 a month. No

director, officer or manager required to be licensed under Florida Statutes Section 486.432 shall solicit, offer to accept, or accept any thing or service of a value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Florida Statutes.

5.14 **Resignation.** Any Board member may resign at any time at a Board meeting or members' meeting of the Building Corporation wherein he resides or by written resignation, delivered to the President or Secretary of the Board, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

5.15 **Committees.** The President, subject to the approval of the majority of the Board, and/or the Board, have the authority to appoint such committees as may be necessary and appropriate to assist in the operation of the Association and may delegate to such committees such authority as may be necessary and appropriate. Committees which are delegated the authority to make recommendations to the Board regarding the budget or other matters shall be subject to the requirements of Sections 5.6 and 5.7 of these By-Laws as regards meetings of such committees. All other committees shall be exempt from these requirements.

## ARTICLE 6

### **POWERS AND DUTIES**

The Board shall exercise all powers and duties of the Association under Chapters 607 and 719, Florida Statutes, and the Cooperative Documents, except where a vote of the Unit Owners is specifically required. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 719, Florida Statutes) the following:

- A. Operation, care, upkeep and maintenance of the Cooperative Property and facilities.
- B. Determination and adoption of the annual budget of Common Expenses required for the operation of the Association.
- C. Levying and collection of regular and special Assessments for Common Expenses from Unit Owners required to pay same.
- D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Cooperative Property.

E. Adopt, publish, and amend rules and regulations governing the operation and use of the Cooperative Property and facilities; the use of the Units and the personal conduct of the Unit Owners and their family, invitees and guest thereon, and to establish penalties for the infraction thereof.

F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefore, including but not limited to any investments.

G. Procuring and maintaining insurance for the Cooperative Property such as is required or deemed necessary.

H. Making repairs, additions and improvements to, or alterations of, the Cooperative Property, and repairs to and restoration of the Cooperative Property, in accordance with the provisions of the Cooperative Documents.

I. Enforce all monetary obligations of the Unit Owners and all expenses in connection therewith due and owing the Association by all lawful means, and the performance of anything and everything else necessary and proper for the sound management of the Association.

J. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Cooperative Property and facilities. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph J is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his share in the Common Expenses bears to the interest of all the Unit Owners in the Common Expenses, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

K. To appoint and delegate a management corporation or agent to perform any and all acts for and on behalf of the Association relative to the maintenance, upkeep, improvement or management of the Cooperative Property, providing only that the Board of Directors shall not delegate any powers or duties of the Board of Directors reserved to the Board or to the membership by law; and to employ other agents, including, but not limited to, accountants and attorneys.

L. The Association does not have the power to purchase a Unit except at sales in foreclosure of liens for assessments for Common Expenses, at which sales the Association shall bid no more than the amount secured by its lien (including fees and costs).

M. To exercise all powers, duties and authority vested in or delegated to the Association and not reserved to the Building Corporations by other provisions of these By-Laws, Articles of Incorporation, and the Act.

## ARTICLE 7

### OFFICERS

7.1 **Executive Officers.** The executive officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be members of the Board and shall be elected by and serve at the pleasure of the Board. Any two of said offices may be united in one person, except that the President shall not also be the Treasurer or the Secretary of the Association.

7.2 **Appointive Officers.** The Board may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

7.3 **Election.** The Board, at its first meeting after each annual meeting of general members of the Building Corporations, or as provided in Section 5.3, shall elect all officers.

7.4 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

7.5 **The President.** Subject to the provisions of Sections 5.11 and 5.12 hereinabove, the President shall preside at all meetings of the Board, shall exercise the executive powers of the Association and have general supervision over its affairs and other officers, and shall perform all of the duties incident to the office and such other duties as may be delegated to the President from time to time by the Board. The President (subject to the approval of the Board) can appoint committee members.

7.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required by the Board.

7.7 **The Secretary.** The Secretary shall issue notices of all Board meetings, shall attend and keep the minutes of same, and shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners as set forth in the Act.

7.8 **The Treasurer.**

A. The Treasurer shall have oversight of the Association's funds and securities, shall keep full and accurate accounts of the Association's receipts and disbursements, and shall have oversight of the deposit of all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be

designated by the Board. The books shall reflect an account for each Unit and Building Corporation in the manner required by the Cooperative Act.

B. The Treasurer shall have oversight of the disbursement of the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render an account of all his or her transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. The Treasurer shall have oversight of the collection of all assessments and shall report promptly to the Board the status of collections.

D. The Treasurer shall maintain accounting records according to good accounting practices and shall render to each Building Corporation, at least annually, a written summary of the Association's fiscal activities.

7.9 **Compensation.** Officers, except the President, shall not receive compensation for their services.

7.10 **Resignations.** Any officer may resign at any time at a Board meeting, or members' meeting of the Building Corporation wherein he resides, by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

## ARTICLE 8

### STOCK OF THE ASSOCIATION

8.1 **Shares.** Stock ownership in this Association shall have the prerequisites of and be equivalent with membership in this Association.

8.2 **Association's Lien.** The Association shall at all times have a lien on the shares of stock owned by each Unit Owner to secure the payment by such Unit Owner of all carrying charges payable or becoming payable by such Unit Owner under the provisions of these Bylaws. Upon any default by the Unit Owner in the payment of any of the carrying charges or other indebtedness due from him to the Association, or upon default by the Unit Owner under the terms of these By-Laws, the Association shall have the right to enforce said lien in accordance with the terms of these By-Laws, and in conjunction with said enforcement, to issue to any purchaser of such shares a Certificate of the shares of stock so purchased substantially the same as the Certificate which had been issued to such defaulting Unit Owner, and thereupon the Certificate for such stock which may have been issued to such defaulting Unit Owner shall become void, and said defaulting Unit Owner shall surrender the same to the Association upon demand.

## ARTICLE 9

## **FINANCES AND ASSESSMENTS**

9.1 **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board. The Board shall require all checks to be signed by two (2) signatories unless prohibited in the depository.

9.2 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

### 9.3 **Determination of Assessments.**

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in these By-Laws. Assessments shall be payable not less frequently than quarterly and shall be due on the first day of each quarter or month unless otherwise ordered by the Board. Assessments shall be made against Unit Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special Assessments, if necessary, shall be levied in the same manner provided in the Act and shall be payable in the manner determined by the Board.

B. Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board (or Unit Owners as provided in subsection C of this Section 9.3) shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall mail, hand deliver or electronically transmit to each Building Corporation which shall submit the notice to the Unit Owner at the address last furnished to the Building Corporation by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Building Corporation or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

C. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Units. The special meeting shall be conducted within thirty (30) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver, or mail, or

electronically transmit to each Building Corporation for redelivery to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Building Corporation, 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 records 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 vote of all Voting Interests of the Building Corporation membership. 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.

Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Cooperative Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Cooperative Property.

D. The proposed annual budgets of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in the Cooperative Act. In addition to annual operating expenses and to the extent applicable, the budgets 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 for any other item for which the deferred maintenance expense or replacement cost exceeds the amount set forth in the Cooperative Act, as same may be amended from time to time. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The foregoing reserve account requirements shall not apply to an adopted budget in which the members of the Association have determined by a majority vote of those present, in person or by proxy, at a duly called meeting of the Association at which a quorum is established, to provide no reserves or less reserves than those described in this subparagraph.

E. When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Building Corporation a statement of Assessment specifying the amount of same for each Unit Owner and to whom and where same should be payable and sent.

9.4 **Application of Payments and Commingling of Funds**. All funds collected by the Association shall be maintained separately 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. Any funds collected pursuant to a Special Assessment shall not be commingled with operating or reserve accounts and shall be placed in a separate account created solely for the purpose of that particular Special Assessment.

9.5 **Fidelity Bonds.** The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that sum set by the Board of Directors or as may be required by the Act.

9.6 **Financial Statements.** The Board shall cause to be prepared financial statements either compiled, reviewed or audited, financial statement or a report of cash receipts and expenditures in lieu of financial statements, in accordance with the Act.

## ARTICLE 10

### **COLLECTION OF ASSESSMENTS**

10.1 **Liability for Assessments.** A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit Owner. The Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any of the Cooperative Properties or facilities or by the abandonment of the Unit for which the Assessments are made or otherwise.

10.2 **Default in Payment of Assessments for Common Expenses.** Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each cooperative parcel to secure the payment of Assessments. The lien shall have the priority provided in the Act. All claims of lien must state the description of the cooperative parcel, the name of the record Unit Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection

and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 10.5 below. Nothing in Section 10 shall adversely affect or impair the rights and obligations of the Building Corporations to file a lien upon the shares of stock owned by the delinquent Unit Owner to secure the payment by such Building Corporation for all assessments due and payable to that Building Corporation under the provisions of the Building Corporation's By-Laws and to sue for the collection thereof.

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

10.4 **Certificate of Unpaid Assessments.** Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

10.5 **Acceleration of Assessment Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.

## ARTICLE 11

11.1 **Use of Cooperative Property and Facilities.** The Cooperative Property and facilities shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. No pets shall be permitted on Cooperative Property.

11.2 **Nuisances.** No nuisances (as defined by the Association) shall be allowed

on the Cooperative Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Cooperative Property by its residents or occupants. The Board of Directors is hereby authorized to adopt additional rules and regulations regarding noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted.

11.3 **No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the Cooperative Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Cooperative Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Cooperative Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Articles of Incorporation or these By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection.

11.4 **Parking.** The following guidelines shall apply with regard to permitted and prohibited vehicles on the Cooperative Property (including, without limitation, any assigned or unassigned parking spaces):

A. ONLY passenger automobiles, station wagons, sport utility vehicles, and passenger vans may park on the Cooperative Property.

B. Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park on the Cooperative Property, except as provided by sub-paragraph (C) below:

1. Commercial vehicles of any type, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes;

2. Vans, other than passenger vans (passenger vans must have windows on all body panels);

3. Limousines or "stretch" limousines, except in areas designated by the Board of Directors;

4. Trucks;

5. Agricultural vehicles;

6. Dune buggies;
7. Any trailer or other device transportable by vehicular towing;
8. Semis, tractors or tractor trailers;
9. Buses;
10. Travel trailers;
11. Boats and boat trailers with or without boat;
12. Vehicles which are not fully mechanically operable or not currently licensed or registered for use;
13. Motorcycles or motorcycle delivery wagons;
14. Recreational vehicles, except in areas designated by the Board of Directors;
15. Mobile homes or mobile houses;
16. Truck mounted campers attached or detached from the truck chassis;
17. Motor vehicles not having any bodies whatever, or incomplete buggies;
18. Swamp buggies; and
19. Passenger automobiles that have been converted for racing.

C. While engaged in making deliveries or service calls, or if being utilized by Association employees, two axel trucks and commercial vehicles (not including tractor trailers) may be driven on the roads and/or parked in designated areas, but not overnight.

D. All vehicles parked on the Cooperative Property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

E. Notwithstanding anything herein to the contrary, but subject to subparagraph C above, no vehicle or other device shall be permitted to park on Cooperative Property for other than delivery or service call purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.

F. The Board may adopt and amend additional rules and regulations regarding parking including but not limited to the issuance and display of decals to identify residents' or guests' vehicles.

## ARTICLE 12

### INSURANCE

Insurance shall be carried upon the Cooperative Property, subject to the following provisions:

12.1 **Authority to Purchase; Named Insured.** All insurance policies upon the Cooperative Property shall be purchased by the Association, except as specified below. The named insured shall be the Association individually. Such policies shall provide that payments by the insurer for losses shall be made to the Association.

12.2. **Coverage.**

A. **Casualty.** Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire Cooperative Property, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building codes, and less a commercially reasonable deductible as determined by the Board. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Chapter 719, Florida Statutes, as amended from time to time.

B. **Liability.** The Association shall obtain and maintain public liability insurance covering all of the Cooperative Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

C. **Workmen's Compensation.** The Association shall procure a workmen's compensation policy to meet the requirements of law or deemed appropriate by the Board.

D. Other Insurance. The Association may procure such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies procured by the Association, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Unit Owners as common expenses.

12.5 Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Building Corporations, and shall provide that all proceeds covering property losses shall be paid to the Association. Proceeds of insurance are Association property to be distributed in accordance with these By-Laws.

12.6. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

A. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired, the remaining proceeds shall be paid to defray the cost of such repairs as elsewhere provided. Any proceeds which remain after defraying such costs may be held by the Association as common surplus.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be repaired, the insurance proceeds shall be distributed to the Building Corporations to hold in trust for their respective Unit Owners.

## ARTICLE 13

### RECONSTRUCTION AFTER CASUALTY

This provision shall apply to the reconstruction and repair of any portion of the Cooperative Property damaged by casualty.

#### 13.1 Determination to Reconstruct.

A. Any portion of the Cooperative Property damaged by casualty shall be reconstructed and repaired, as appropriate, as promptly as reasonably possible after the casualty.

B. The Board may vote not to reconstruct or repair the Cooperative Property after casualty in the event a casualty results in more than fifty percent (50%) of

the Cooperative Property being condemned by the local building department and one hundred percent (100%) of the Association's casualty insurance policy becomes payable based upon the extent of the damage.

**13.2 Responsibility For Reconstruction and Cost Of Reconstruction.**

A. If any portion of the Cooperative Property for which the Association is required to provide casualty insurance is damaged by casualty, the reconstruction and repair of that portion of the Cooperative Property shall be undertaken by the Association at Common Expense.

B. All reconstruction and repair undertaken as a result of casualty shall be in substantial accordance with the pre-existing construction prior to the casualty damage.

C. Any reconstruction or repair expense which is not covered by insurance proceeds from the Association's casualty insurance policy shall be assessed in the following manner:

1. To the extent the damaged portions of the Cooperative Property are required to be insured by the Association, the damages shall be repaired by the Association at Common Expense.

**13.3 Estimates of costs.** After a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair.

**13.4 Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be levied by the Board for such costs.

**ARTICLE 14**

**OFFICIAL RECORDS**

The Association shall maintain official records as defined in the Act, which shall be subject to inspection as provided in the Act.

## ARTICLE 15

### PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

## ARTICLE 16

### AMENDMENTS

These By-Laws can be amended in the following manner:

16.1 **Notice**. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 **Adoption**. A proposed amendment must be approved by the vote of not less than six of the ten shareholder Building Corporations after approval by not less than a majority of the stockholders eligible to vote in each of the shareholder Building Corporations, either at a meeting at which a quorum is established or by written agreement.

16.3 **Drafting of Bylaw**. No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Law . . . for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate any otherwise properly promulgated amendment.

16.4 **Execution and Recording**. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County.

## ARTICLE 17

### COMPLIANCE AND DEFAULT

17.1 **Violations.** In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Cooperative Documents, the Association, by direction of its Board, shall notify the Unit Owner of said breach by written notice, transmitted to the Unit Owner at his address as it appears in the Associations books and if there is on address on file then to his Unit by regular mail and/or to the Unit Owner by e-mail. If such violation shall continue or shall recur after the date of mailing of the notice, except in the event of an emergency, the Association shall have the following remedies, which shall be cumulative:

- A. To commence an action in equity to enforce performance on the part of the Unit Owner; or
- B. To commence an action at law to recover its damages; or
- C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.
- D. To fine the Unit Owner, as set forth in the Act.

17.2 **Negligence or Carelessness of an Owner.** Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Cooperative Property, or the facilities, or to the personal property of the Association or by his or her negligence or intentional misconduct or by that of any member of his or her family, guests, agents, employees, sub-lessees or contractors. Such liability shall include misuse of the Cooperative Property and/or facilities. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said Unit Owner as a specific assessment, enforceable in the same manner as any other assessment under these By-Laws, including by recordation and foreclosure of a claim of lien.

17.3 **Fines.** In the event a Unit Owner or anyone for whom Unit Owner is responsible fails to comply with a provision of these By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Cooperative Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Act.

17.4 **Suspension of Use Rights.** In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Cooperative Property during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of these By-Laws, the Articles of Incorporation of the Association, applicable

rules and regulations, or any other agreement, document or instrument affecting the Cooperative Property in the manner required.

17.5 **Suspension of Voting Rights.** In addition to the remedies provided in Section 10 hereof and by applicable law, the Association may suspend the voting rights of any Unit Owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any Unit Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Unit Owner.

17.6 **Costs and Attorney's Fees.** In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court, including any appeals.

17.7 **No Waiver of Rights.** The failure of the Association to enforce any right, provisions, covenant or condition which may be granted by the Cooperative documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

17.8 **Election of Remedies.** All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Cooperative documents.

## ARTICLE 18

### **LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in any Building Corporation shall not relieve or release any former Unit Owner or member from any liability or obligation incurred under or in any way connected with the Cooperative Property during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and member, arising out of, or which is in any way connected with, such ownership and membership.

## ARTICLE 19

### **LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair the Cooperative Properties and the facilities, the Association shall not be liable for injury or damage caused by a latent condition in the Cooperative Properties and the facilities, nor for injury or damage caused by the elements, or other Unit Owners or persons.

## ARTICLE 20

### SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "corporate seal." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

## ARTICLE 21

### CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and of any of the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail.

## ARTICLE 22

### CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

## ARTICLE 23

### ADDITIONAL PROVISIONS

23.1 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

23.2 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by these By-Laws, Articles of Incorporation or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

23.3 **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of these

By-Laws, the Articles of Incorporation, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

23.4 **Ratification**. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of these By-Laws and the Articles of Incorporation of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

23.5 **Gender; Plurality**. 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 or no genders.