

CERTIFICATE OF AMENDMENT TO BYLAWS
OF
VISTA ROYALE ASSOCIATION, INC.

132.00

The undersigned, being the President and Secretary of VISTA ROYALE ASSOCIATION, INC., a Florida non-profit corporation, hereby certify that at a meeting of all of the unit owners of condominiums in Buildings 1 through 111, Vista Royale Condominiums, Vero Beach, Florida, duly held on the 26th day of April, 1994, in accordance with the requirements of the Florida law, the unit owners in the aforementioned condominiums affirmatively voted to amend the Bylaws as hereinafter attached as Exhibit "A".

IN WITNESS WHEREOF, the undersigned President and Secretary of VISTA ROYALE ASSOCIATION, INC. have executed this Certificate of Amendment to Bylaws, this 31st day of May, 1994.

VISTA ROYALE ASSOCIATION, INC.
BY: Genevieve Hahn
Genevieve Hahn, President

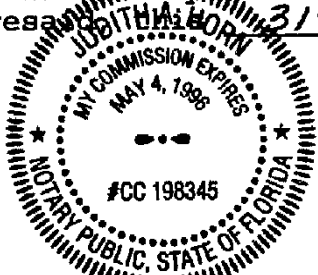
ATTEST:
BY: Jeanne Stone
Jeanne Stone, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GENEVIEVE HAHN and JEANNE STONE, personally known to me ~~as~~ ~~the~~ ~~persons~~ ~~whose~~ ~~names~~ ~~are~~ ~~herein~~ ~~set~~ ~~forth~~ ~~and~~ ~~who~~ ~~are~~ ~~acting~~ ~~in~~ ~~their~~ ~~own~~ ~~right~~ ~~and~~ ~~not~~ ~~as~~ ~~attorneys~~ ~~in~~ ~~fact~~ ~~for~~ ~~any~~ ~~other~~ ~~person~~ ~~or~~ ~~entity~~ ~~and~~ ~~who~~ ~~are~~ ~~not~~ ~~under~~ ~~any~~ ~~disability~~ ~~of~~ ~~minority~~ ~~and~~ ~~who~~ ~~are~~ ~~not~~ ~~incapable~~ ~~of~~ ~~forming~~ ~~contracts~~ ~~and~~ ~~are~~ ~~not~~ ~~insane~~ ~~and~~ ~~are~~ ~~not~~ ~~intoxicated~~ ~~at~~ ~~the~~ ~~time~~ ~~of~~ ~~executing~~ ~~the~~ ~~above~~ ~~signed~~ ~~instrument~~ ~~and~~ ~~who~~ ~~are~~ ~~not~~ ~~under~~ ~~any~~ ~~duress~~ ~~or~~ ~~undue~~ ~~influence~~ ~~and~~ ~~are~~ ~~not~~ ~~acting~~ ~~under~~ ~~any~~ ~~fraud~~ ~~or~~ ~~misrepresentation~~ ~~and~~ ~~are~~ 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WITNESSETH my hand and official seal in the State and County last aforesaid, this 31st day of May, 1994.



Judith A. Horn
Notary Public

JUDITH A. HORN
Printed Name of Notary

THIS INSTRUMENT PREPARED BY; CHARLES W. MCKINNON, ESQ., MCKINNON, STEWART, NALL & MCKINNON, CHARTERED, P.O. BOX 3345, VERO BEACH, FL 32964-3345.

C
RETURN TO

OR 1022 PG 0858

AMENDED AND RESTATED
VISTA ROYALE ASSOCIATION, INC.
BY-LAWS

1. IDENTITY

These are the By-laws of VISTA ROYALE ASSOCIATION, INC., a Florida not for profit corporation, hereinafter called the Association, the Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of operating certain condominiums established by VISTA PROPERTIES OF VERO BEACH, INC., a Florida Corporation, and more specifically described in its Certificate of Incorporation and its Declaration of Condominium.

- 1.1 The office of the Association shall be Vista Royale, 400 Woodland Drive, Vero Beach, Florida 32962.
- 1.2 The fiscal year of the Association shall begin on the first day of June each year.
- 1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:



- 1.4 Definitions as used in the Declaration of Condominium, Articles of Incorporation and By-Laws shall include the following:

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- A. "Act" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub. 1.100-430, approved September 13, 1988; 102 STAT. 1619).
 - B. "Administrative Rules" shall mean and refer to the administrative rules promulgated by the Secretary of the Housing and Urban Development, which are scheduled to become (or are) effective on or before March 12, 1989.
 - C. "Common Expenses" of the Association shall be deemed to include the following: The expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. These expenditures shall be deemed to be proper common expense under Section 718.115 (1), Florida Statutes (1988).
 - D. "Community" shall mean and refer to CONDOMINIUM APARTMENT BUILDINGS NOS. 1 THROUGH 111 OF VISTA ROYALE, PHASES 1, 2, 3, AND 4, inclusive of all real property owned by the Association (Association Property, inclusive of the recreation area.
 - E. "Exemption Three" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807(b)(2)(C) of the ACT.
- 1.5 "Committee" means a group of Board members, unit owners, or Board members and unit owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2. MEMBERS' MEETINGS

The members of the Association shall be the owners of the units of said condominiums.

- 2.1 The Annual Meeting shall be held at 1:30 p.m. Eastern Standard Time, on the 1st Wednesday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.
- 2.2 Special Meetings shall be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.
- 2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary. Such notice shall be given to each unit owner and shall be posted in a conspicuous place on the condominium at least fourteen (14) days prior to the date of the meeting. Upon notice to the unit owners, the Board shall, by duly adopted rule, designate specific locations on the condominium property and association property upon which all notices of unit owners' meetings shall be posted.

Unless a unit owner waives in writing the right to receive notice of the Annual Meeting by mail, the notice of the Annual Meeting shall be sent by mail to each unit owner, at the address last furnished to the Association, and the Post Office certificate of a mailing shall be retained as proof of such mailing, or, notice may be hand delivered to unit owners with a signed receipt and waiver of right to receipt by mail being obtained.

- 2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The Acts approved by a majority of the voters present, whether in person or by a proxy, at a meeting at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Declarations of Condominium, the Articles

of Incorporation, these By-Laws or by Florida Statutes.

2.5 Voting

- A. The owner of each unit is entitled to one (1) vote; and if one (1) owner owns more than one (1) unit, he/she is entitled to one (1) vote for each unit owned.
- B. If a unit is owned by one (1) person, the right to vote shall be established by the record title to the unit. If a unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change occurs in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.
- C. Unit owners may vote in person or by proxy at unit owner meetings.

2.6 Proxies. Unit owners may not vote by general proxy, but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves, for votes taken to waive financial statement requirements, for votes taken to amend the Declaration, for votes taken to amend the Articles of Incorporation or By-Laws and for any other matter which requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for

nonsubstantive changes to items for which a limited proxy is required and given.

- 2.7 Adjourned Meetings. If any meeting of members cannot be held because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.
- 2.8 Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.
- 2.9 Any unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules.
- 2.10 The order of business at Annual Members' Meetings and as far as practical at other members' meetings, will be:
- A. Election of Chairman of the meeting.
 - B. Closing of the polls for election of Directors.
 - C. Certification of a quorum of members present or by proxies.
 - D. Reading and disposal of any unapproved minutes.
 - E. Reports of officers.
 - F. Reports of committees.
 - G. Election of Directors
 - H. Unfinished business.
 - I. New Business.
 - J. Adjournment.
3. Directors.
- 3.1 Membership. The affairs of the Association shall be managed by a Board of nine (9) Directors.
- 3.2 Election of Directors shall be conducted in the following manner:

- A. Election of directors shall be held at the Annual Members' Meetings.
- B. Each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. At each annual meeting, three Directors shall be elected for a term of three (3) years each. The terms of all members of the Board of Directors shall expire upon the election of their successors.
- C. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the day of the election. The Board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or herself or may nominate another unit owner eligible person, if he/she has permission in writing to nominate the other person.
- D. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by

the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates.

E. Members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. No election shall be required if there are not more candidates for election than there are vacancies.

F. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No unit owner shall permit any other person to vote his/her ballot, and any such ballots improperly cast shall be deemed invalid.

G. Except to vacancies provided by removal of Directors by the membership of the Association, any vacancy occurring on the Board of Directors between annual meetings of the membership will be filled by the remaining Directors. Any such replacement will serve for the duration of the unexpired term of the replaced Director.

3.3 Recall of Directors

A. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests.

A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

- B. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession within 72 hours after the meeting.
- C. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by Certified Mail. The Board of Directors shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours any and all records of the Association in their possession.
- D. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the division a petition for binding arbitration pursuant to the procedures in S.718.1255.
- E. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors.

- 3.4 The organizational meeting of each newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board of Directors at the Annual Meeting; notice to members of such organizational meeting is necessary.
- 3.5 Regular meetings of the Board of Directors may be held at such time and place as will 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 or telegraph at least three (3) days prior to the day named for each meeting.
- 3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in case of emergency. In an emergency, the Secretary shall use his best efforts to advise each Director by telephone of the time, place and purpose of the emergency meeting as soon as possible; however, failure to contact all Directors shall not invalidate any action taken by the Board of Directors in emergency situations so long as a quorum of the Board of Directors is present at such meeting.
- 3.7 Waiver of Notice. Any director may waive notice of a meeting before and/or after the meeting and such waiver will be deemed equivalent to the giving of notice.
- 3.8 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The Acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required, by the Declaration of Condominium, the Articles of Incorporation, these By-laws, or by

Florida Statutes and any applicable Administrative Code.

- 3.9 Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.10 The presiding officer at directors' meetings shall be the President, or in his absence, the Vice President. In the absence of the President or Vice President, the Directors present will designate one of their number to preside.
- 3.11 The order of business at directors' meetings will 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. Election of officers.
 - F. Unfinished business.
 - G. New business.
 - H. Adjournment.
- 3.12 Directors shall serve without compensation but shall be reimbursed for any expenses incurred by them, in acting as such, if such expenses are approved by the Board of Directors.
- 3.13 Meetings to be open. Meetings of the Board of Directors, and any committees thereof at which a quorum of the members of that committee or Board of Directors is present shall be open to all members of the Association and notice of meeting shall be posted conspicuously seventy-two (72) hours in advance, except in an emergency.
- 3.14 Workshop Meetings. In addition to regular and special meetings the Board may, from time to time, hold working sessions for

the purpose of achieving the time necessary to thoroughly explore any matter. Such meetings must be posted, and membership must be allowed to attend. No formal action may be finalized at such working meetings.

3.15 Agenda Items. No member of the Board of Directors may be deprived from introducing agenda items for regular, workshop and/or special meetings of the Board of Directors.

4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically herein or elsewhere required.

5. Officers.

The officers of the Association shall be: President, Vice President, Secretary, and Treasurer, each of whom shall be chosen by and from the elected Board of Directors. Each shall serve at the pleasure of the Board of Directors for one year and until a successor is chosen and qualified or replaced by the Board of Directors.

5.1 The President is the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.2 The Vice President, in the absence or disability of the President shall exercise the powers and perform the duties of the President. He will also assist the President generally and exercise such other powers and perform such other duties

as shall be prescribed by the Directors.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall be responsible for all disbursements of the Association funds and may be temporarily replaced by a majority of the Board of Directors when absent for an extended period of time; and he shall perform all other duties incident to the office of Treasurer.

5.5 Officers shall serve without compensation but shall be reimbursed for any costs or expense incurred by them, in acting as such, if such costs and expenses are approved by the Board of Directors.

6. Fiscal Management.

The ultimate authority for the administration of all fiscal matters pertaining to Vista Royale shall rest with and in the duly elected Board of Directors.

6.1 The Board of Directors, at its discretion may hire, engage and contract with professionally qualified management firms or individuals to provide on-site, day-to-

day management operation and maintenance services to and over all condominium units, recreational facilities, and common areas comprising the Vista Royale condominium development.

The separate condominiums comprising Vista Royale, upon the land described in the Articles of Incorporation shall in fiscal matters be managed as a single entity; separate accounts need not be maintained for the separate condominiums; and all sums collected from assessments may be commingled in a single fund, or divided into more than one (1) fund, as determined by the Board of Directors. All expenditures shall be common expenses.

- 6.2 Budget. The Board of Directors shall adopt a combined budget, as to all of said separate condominiums, for each fiscal year that will include the estimated funds required to defray current expenditures and to provide and maintain funds for any other accounts and reserves, according to good accounting practices.

Copies of the proposed budget, including Reserve Fund computations shall be sent to each member prior to the Annual Meeting.

Copies of the adopted budget and resulting assessments shall be transmitted to each member on or before April 15 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

- 6.3 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the fiscal year annually in advance on or before May 20 preceding the year for which the assessments are made. Such assessments shall be due and payable in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior

assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the fiscal year for which the amended assessment is made shall be due and payable in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

6.4 Acceleration of assessment installments upon default.

If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

6.5 The depositories of the Association will be such Federally insured banks or savings and loan institutions as shall be designated from time to time by the Directors. Withdrawals of moneys from such accounts will be only by checks signed by such persons as are authorized by the Directors. The Board of Directors shall have the authority to invest Association funds in United States Treasury Securities, such as Treasury Bills, Treasury Notes, and Treasury Bonds that are guaranteed by the full faith and credit of the United States.

6.6 Annual Statement. The Board of Directors shall mail or furnish by personal delivery

to each member of the Association a complete financial report annually of actual receipts and expenditures for the previous twelve (12) months' fiscal year.

7. Parliamentary Rules.

Robert's Rules of Order (latest edition) shall govern conduct of Association meetings when not in conflict with the Declarations of Condominium, Articles of Incorporation, these By-laws or Florida Statutes and any applicable administrative codes.

8. Amendments.

These By-laws may be amended in the following manner:

8.1 A copy of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Proposals to amend these 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.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be by not less than sixty-six and two-thirds (66-2/3) percent of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds (66-2/3) percent of the votes of the entire membership of the Association; or

B. By not less than seventy-five (75)

percent of the votes of the entire membership of the Association.

- 8.3 Provisos. Provided, however, that no amendment may discriminate against any member, unless the member so affected shall consent; no amendment may affect or impair the validity or priority of any mortgage covering any apartment, or impair the rights of any lessors under any leases made by the Association, without the approval of the holder of such mortgage or such lessor.
- 8.4 Recording. Approved amendments shall be recorded in the Public Records of Indian River County, Florida, and a copy of the recorded amendment, showing the book and page numbers thereon, shall be mailed to each owner of record.
9. Maintenance of Community Interests.

Special Provisions Regarding the ACT and ADMINISTRATIVE RULES. Notwithstanding any provisions to the contrary contained in Article 15 of the Declaration, and in particular Section 15.5 of the Declaration, the following provisions shall control:

- A. The information to be supplied to the Association as provided for in Section 15.29 (A) of the Declaration shall include, but not be limited to, the Proof of Age referred to in the Declaration or By-laws.
- B. The Board of Directors is empowered to and shall disapprove any lease, sale or other transfer of ownership of a Unit where the intended occupancy fails to meet the requirements of the Declaration or By-laws. In the event of such incidence, the Association shall not in any way be required to supply a substitute purchaser pursuant to Section 15.2(A)(1) and Sections 15.3(A) and 15.3(C) of the Declaration.

10. Minimum Ages for Occupancy and Occupancy Restrictions Under the Fair Housing Amendments Act of 1988

10.1 Minimum Age for Occupancy; Visitation Provisions.

10.1.1 Permanent occupancy of a Unit shall be restricted as follows, provided that the restrictions contained in the remaining provisions of this Article 10 are met:

A. The minimum age for permanent occupancy of a Unit is as provided for in Section 14.B of the Declaration. That Section also contains visitation privileges by persons under the age of Thirteen (13) years. That Section is incorporated herein by reference.

B. Special Guest Visitation Limitation. Use of Units by the following Guests of Owner(s) and Lessee(s) when the Owner(s)/Lessee(s) are not present in the Unit, shall be restricted as follows: No Such Guest who is under 55 years of age shall use or occupy a Unit in excess of sixty (60) days in a calendar year. Each day as well as part of a day shall be counted in this computation. This Section 10.1.1(B) shall be in addition to restrictions pertaining to Guests which are contained elsewhere in the Declaration or in the Articles of Incorporation, these By-laws and Rules and Regulations of the Association, as amended from time to time. The Owner(s)/Lessee(s) shall be considered to be not present in the Unit when the Owner(s) or Lessee(s) do not stay overnight in the Unit along with Guest.

- C. Conflict. In the event of conflict between Section 14.B of the Declaration and Section 10.1.1(B) of these By-laws, Section 10.1.1(B) of these By-laws shall control.
- D. Guest not mentioned above shall be permitted, subject to the Guest/Visitation restrictions contained elsewhere in the Declaration or in the Articles of Incorporation, these By-laws and/or Rules and Regulations of the Association.
- E. A "Guest" shall mean and refer to any person who is visiting a Unit without requirements to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with such visit/occupancy. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest of the Unit he or she owns, unless the Owner is visiting a Lessee in the Unit.

10.1.2 The foregoing occupancy restrictions shall not permit occupancy which is otherwise prohibited by other provisions of the Declaration or these By-laws, and the Articles of Incorporation, and/or Rules and regulations of the Association.

10.2 Statement of Intent. It is hereby declared by this COMMUNITY that the COMMUNITY desires and intends to provide housing for older persons, as defined in the ACT and ADMINISTRATIVE RULES. It is more specifically the desire and intention of the COMMUNITY to meet the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures

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shall govern. Furthermore, in addition to these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to and adhere to policies and procedures which demonstrate and intend to provide housing for persons 55 years of age or older.

10.3 Occupancy By Older Persons - 55 Or Over Housing

10.3.1 Except for persons who are grandfathered-in as provided for in Section 10.5, and except for persons referred to in Section 10.3.2 below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years.

A. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 10.1 above.

10.3.2 Exceptions to Section 10.3.1: Future Occupancies. The following future occupancies shall be permitted even though the person(s) has/have not attained the age of 55 years.

A. Occupancy by a surviving spouse. Also permitted is a surviving non-spouse companion, provided that the surviving companion resided with the deceased at the time of the deceased's death.

B. Occupancy by any person who obtains ownership of a Unit by devise or inheritance.

C. Occupancy by any person who owned record title to a Unit on September 13, 1988. This exception shall only apply to permit occupancy of the Unit

owned by the person on that date.

10.3.3 Every Owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Section 10.3 is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, this Article 10 shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

10.3.4 Any transfer approved by the Association under Article 15 of the Declaration shall be conditioned upon this occupancy requirement being met at all times; in the event that this occupancy requirement is not met, the approval shall be deemed automatically revoked, giving the Association the remedies provided for in Section 10.4 next below.

10.4 Remedies for Non-Compliance. The Association concurrently shall have any one or more of the remedies for non-compliance in addition to those provided elsewhere in the Declaration or in these By-laws, or by law:

10.4.1 Lease of a Unit

A. In the event of a lease of a Unit, and the occupancy and other requirements of this Article 10 are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner of the Unit and the lessee(s) and/or other occupants in the Unit, removing the

unauthorized lessee(s) and/or other unauthorized occupants.

B. The Association shall also be entitled to evict the lessee(s) and other occupants in the Unit, as agent for the Owner(s). This right of eviction by the Association shall apply only:

1. After the expiration of fifteen (15) days from the date on which the Association mails notice to the Owner(s) by certified mail, return receipt requested or provides notice by hand delivery; and

2. Provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own and fails to so notify the Association, within the fifteen (15) day period.

C. The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by the Declaration, Articles of Incorporation and By-laws, and Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section 10.4.1 Costs and attorney's fees incurred by the Association in connection with the exercise of its remedies provided for in this Section 10.41, provided that the Association prevails, shall be the responsibility of the Owner(s) of the unit and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

10.4.2 Other Occupancies (other than Leases). In the event of an existing ownership; in the event of use by guests; or in the event of a sale, gift, or other transfer of title; and the occupancy requirements of this Article 10 are not met, the injunction order against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails, the Owner(s) shall be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Article 10.

10.4.3 Proof of Age. Should any person fail or refuse to provide Proof of Age as required under Section 10.7 below, the Association shall be entitled to file for and obtain an injunction order against the person involved, removing the person from the Community.

10.5 Grandfather Provisions. Section 10.3 above shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under 10.1 above and they register with the Association as provided for in Section 10.6 below:

10.5.1 Leases. Any lessee(s) and other occupants of a Unit under a valid and approved written lease, provided that the lease was fully executed prior to the Effective Date of this Amendment, shall obtain grandfather status. This grandfather status for the lessee(s) and other occupants

shall apply for the duration of the lease. Furthermore, this grandfather status applies beyond the duration of the lease and with respect to any Unit within the COMMUNITY, only if the particular lessee(s) and/or other occupants were validly occupying a Unit under a lease in the COMMUNITY on September 13, 1988.

10.5.2 Other Occupancies (Other Than Leases).

- A. OCCUPANCY ON SEPTEMBER 13, 1988: Any Owner(s) and any persons not mentioned in Section 10.5.1 next above, who WERE validly occupying a Unit as a residence on September 13, 1988, shall obtain grandfather status.
- B. OCCUPANCY AS OF THE EFFECTIVE DATE: Any Owner(s) and any persons not mentioned in Section 10.5.1 next above, who ARE validly occupying a Unit as a residence as of the Effective Date of this Amendment, shall obtain grandfather status.

10.6 Registration Required.

- 10.6.1 All Owners, lessees and occupants must register with the Association on or before the 90th day after the Effective Date of this Article 10, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status under Section 10.5 above unless the person registers with the Association on or before the 90th day after the Effective Date of this Article 10, by delivery of the items referred to below. These items are as follows:

- A. A fully completed and signed registration form to be provided by the Association; and
- B. Documentation demonstration proof of age as provided for in Section 10.7 below; and
- C. In the event of a lease, fully executed copy of the lease must also be delivered (if not already on file with the Association).

The Association shall mail/deliver a registration form to all Owners, as their names appear on the books and records of the Association. It shall be the responsibility of the particular Owner, not the Association, to provide the lessee(s) and/or other occupants in the Unit with the registration form for the lessee(s)/occupants(s) to complete and return to the Association.

10.6.2 Even though a person under the age of 55 years is given grandfather status under Section 10.5 above or is provided with an exception under Section 10.3.2 above, this shall not entitle the permanent occupancy in the Unit by any other person unless:

- A. That other person is 55 years of age or older; or
- B. That other person is also accorded grandfather status under Section 10.5 above.
- C. That other person is granted an exception under Section 10.3.2 above.

10.7 Proof of Age

10.7.1 AS OF THE EFFECTIVE DATE: All Owner(s) and all non-Owners occupying the Units as of the Effective Date of the Amendment; and all persons referred to in Section 10.5 above; shall deliver to the Association, documentation demonstrating Proof of Age, to include birth certificate and/or any other documentation required by the Association. This applies regardless of the age of the persons or whether they seek grandfather status under Section 10.5 above.

10.7.2 AFTER THE EFFECTIVE DATE: All Owner(s) who obtain record title after the Effective Date of this Amendment and all persons who permanently occupy the Units after the Effective Date of this Amendment shall, prior to the obtaining record title and/or taking permanent occupancy and/or as part of the approval process under Article 15 of the Declaration, deliver to the Association, documentation demonstrating Proof of Age as provided for in this Section 10.7.

10.8 Non-Occupancy Status. Each Owner(s) or lessee(s), as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used in this Section 10.8, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period of in excess of thirty (3) days. It is understood that this is a necessary requirement because the ADMINISTRATIVE RULES requires record keeping of occupied and unoccupied Units. The Association shall be authorized to adopt a form for use in connection with the reporting under this Section 10.8.

10.9 Effective Dates.

10.9.1 Section 10.1.1(A) above incorporates provisions as contained in the original of each Declaration of Condominium. Accordingly, the Effective Date of this Section 10.1.1(A) is the date of recording of the particular original Declaration.

10.9.2 Sections 10.1.1(B) through 10.8 above are new provisions and as such, have an Effective Date which is the date on which this Amendment is recorded in the Public Records of Indian River County, Florida.

11. Authority of the Board of Directors and Unit Owners under the ACT and ADMINISTRATIVE RULES. The Board of Directors of the Association shall be permitted to effect such alterations to and improvements of the Association Property, including recreation area (hereinafter referred to as the "PROPERTY" as is necessary in the Board's discretion to install or provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as is explained by the ADMINISTRATIVE RULES. The following limitations shall apply:

A. As to any alterations or improvements to the PROPERTY which shall require the expenditure of funds equal to or less than one (1%) percent of the particular year's Annual Budget, the Board of Directors may effect the alterations or improvements without the vote of the Owners.

B. As to any alterations or improvements to the PROPERTY which shall require the expenditure of funds in excess of one (1%) percent of the particular year's Annual Budget, the prior approval of two-thirds (2/3) of the voting interests of those Unit Owners in attendance in person and by proxy at an Owners' meeting, with quorum present, is required.

- C. In the event that the approval of the Owners is not required under this Section, the Board of Directors shall prior to effecting any alteration or improvement to the PROPERTIES, appoint a committee which shall provide input and recommendations to the Board as to the alterations and/or improvements desired. This committee shall be comprised of non-Directors. The Committee shall be advisory to the Board.**