

AMENDED AND RESTATED

BY-LAWS OF

THE JUPITER BEACHCOMBER CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized  
under the laws of the State of Florida

1. Identity. These are the By-Laws of THE JUPITER BEACHCOMBER CONDOMINIUM ASSOCIATION, INC. (the “Association”), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Palm Beach County, Florida, and known as THE BEACHCOMBER, A CONDOMINIUM (the “Condominium”). These By-Laws are the amended and restated By-Laws of those By-Laws as attached to the original Declaration of Condominium as recorded in Official Records Book 4312, Page 1984, of the public records of Palm Beach County, Florida, as amended.

1.1 Principal Office. The principal office of the Association shall be at 1930 Commerce Lane, Suite #1, 4161 U.S. Highway One, Jupiter, Florida 33458, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

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

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

2. Definitions. For convenience, these By-Laws shall be referred to as the “By-Laws” and the Articles of Incorporation of Association as the “Articles”. The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. MembersUnit Owners.

3.1 Annual Meeting. The annual ~~members’~~ meeting of the Unit Owners shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) ~~twelve (12)~~ months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Unit Owners, ~~members,~~ or as

stated in the notice of the meeting sent to Unit Owners in advance thereof. ~~Unless changed by the Board of Directors, the first annual meeting shall be held on the first Tuesday in the month of February following the year in which the Declaration is filed.~~

- 3.2 Special Meetings. Special ~~members'~~ meetings of the Unit Owners shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Unit Owners members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

~~3.3~~ 3.3 Notice of Meeting; Waiver of Notice.

(a) Notice of a meeting of Unit Owners, members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary.

(b) A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail, hand delivery or electronic transmission to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting. by mail. A Unit Owner may waive notice of a meeting at any time, provided such waiver is in writing. -The delivery, transmission or mailing shall be to the address of the member as it appears on the roster of Unit Ownersmembers. If a Unit is owned by more than one person or entity, the Association shall provide notice, for meetings and other purposes, to that one address as one or more of the Owners of the Unit shall so advise the Association in writing, or if no such address is provided or the separate Owners of the Unit do not agree, then to the address as set forth in the recorded deed by which title was taken to the Unit. The posting, delivery, transmission and mailing, as applicable, of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. ~~Proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts.~~

- 3.4 Quorum. A quorum at Unit Owners' members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 33-1/3% of the votes of the Unit Owners members in good standing. If voting rights of any Unit Owner member are suspended pursuant to the provisions of the Declaration, these By-Laws or applicable rules and regulations, the votes of such Unit Owners members so suspended shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

### 3.5 Voting.

- (a) Number of Votes. Except as provided in paragraph 3.10 hereof, and except when the vote is to be determined by a percentage of shares of ownership in the Condominium (as contemplated in specific portions of the Declaration), in any meeting of Unit Owners, members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms “majority of the Unit Owners” and “majority of the members” shall mean a majority of the votes of the Unit Owners (or persons authorized to cast the vote of any such Unit Owners as elsewhere herein set forth) members and not a majority of the Unit Owners members themselves, and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Unit Owners members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of the Unit Owners members and not of the Unit Owners members themselves.
- (c) Voting Unit Owner and Designated PersonsMember. If a Unit is owned by one person, his or her right to vote shall be established by the roster of Unit Owners. members. If a Unit is owned by more than one person, 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 according to the roster of Unit Owners and filed with Secretary of the Association. Such person need not be a Unit Owner, nor one of the joint owners. If a Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation or entity, and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of

authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a person entitled to cast a vote ~~voting member~~ in the manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate such a person, ~~voting member,~~ the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given (whether or not a specific date is stated in the proxy) and any lawful adjourned meetings thereof. 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 shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit Owners, ~~but no person other than a designee of the Developer may hold more than 5 proxies.~~

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

3.8 Order of Business. If a quorum has been attained, the order of business at annual Unit Owners' ~~members'~~ meetings, ~~or and, if applicable,~~ at other Unit Owners' ~~members'~~ meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Unit Owner member or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

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

- 3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.10 Delinquent Owners. If any Assessments or portions thereof imposed against a Unit Owner remain unpaid for thirty (30) days after the date due and payable, such Unit Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated.
- 3.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Unit Owners, members, or any action which may be taken at any annual or special meeting of such Unit Owners, members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Unit Owners members (or persons authorized to cast the vote of any such Unit Owner members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Unit Owners members at which a quorum of Unit Owners members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Unit Owners members

who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined ~~in the first instance in the Articles and, thereafter, except as provided herein,~~ from time to time upon majority vote of the Unit Owners membership. Directors ~~must need not~~ be Unit Owners.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual Unit Owners' members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor. A Unit Owner who is more than ninety (90) days late in payment of a regular Assessment shall not be eligible to become a Director.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, 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.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Unit Owners members, vacancies in the Board of Directors occurring between annual meetings of Unit Owners members shall, at the discretion of the remaining Directors, be filled by the remaining Directors, ~~provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meetings.~~
- (b) Any Director elected by the Unit Owners members ~~(other than the Developer)~~ may be removed by concurrence of a majority of the votes of the Unit Owners members at a special meeting of Unit Owners members called for that purpose. The vacancy in the Board of Directors so created ~~may shall~~ be filled by the Unit Owners members at the same meeting. The conveyance of all Units owned by a Director in the Condominium ~~(other than appointees of the Developer or Directors who were not Unit Owners)~~ shall constitute the resignation of such Director. A Director who is more

than ninety (90) days late in payment of a regular Assessment shall be deemed to have abandoned and resigned from the position as Director, creating vacancy to be filled as provided herein.

(c) ~~Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.~~

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Unit Owners members and ~~subsequently~~ until such Director's his successor is duly elected and has taken office, or until such Director he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary. By accepting the election or appointment as a Director, such newly-elected or appointed Director shall be deemed to have acknowledged having read the then-current Declaration, By-Laws and Articles of the Association.

4.6 Regular Meetings. Regular meetings of the Board of Directors 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 meeting shall be given to each Director, personally or by mail, telephone or ~~electronic transmission~~telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the Unit Owners members of the Association, except in the event of an emergency. ~~., provided that~~ Unit Owners shall ~~not~~ be permitted to participate, and ~~shall need not~~ be recognized, at any such meeting, provided however, that the Board may limit any such participation to not more than three (3) minutes per Unit Owner.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or ~~electronic transmission~~telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open at all Unit Owners and notice of a special meeting shall be

posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. ~~\_, provided that~~ Unit Owners shall ~~not~~ be permitted to participate, and ~~shall need not~~ be recognized, at any such meeting, provided however, that the Board may limit any such participation to not more than three (3) minutes per Unit Owner.

- 4.8 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 due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his 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.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors attending in person or by telephone. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed 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, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Voting; Joinder in Meeting by Approval of Minutes. A Director who is present at a meeting of the Board, attending in person or by telephone, at which action on any Association matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A Director who abstains from voting on any action taken on any Association matter shall be presumed to have taken no position with regard to the action. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each Director present shall be recorded in the minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting.
- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

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

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

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

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering other details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (g) and (p) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable. The committees may comprise one or more persons who are not required to be Board members or Unit Owners.

~~4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent~~

~~(15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.~~

~~The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.~~

~~Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.~~

~~Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than sixty (60) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:~~

~~(a) The original or a photocopy of the recorded Declaration of Condominium, and amendments thereto. If a photocopy is provided, the Developer must~~

~~certify by affidavit that it is a complete copy of the actual recorded Declaration.~~

~~(b) A certified copy of the Articles of Incorporation of the Association.~~

~~(c) A copy of the By-Laws of the Association.~~

~~(d) The minute books, including all minutes, and other books and records of the Association.~~

~~(e) Any rules and regulations which have been adopted.~~

~~(f) Resignations of resigning officer and Board members who were appointed by the Developer.~~

~~(g) An audit and accounting, which need not be certified, for all Association funds performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with Section 718.504(20)©1.k, Florida Statutes, and contributions. Such audit shall cover all periods required to be covered by applicable rules of the Division of Florida Land Sales and Condominiums. To the extent required by law, the Developer is required to bear all expenses of the association and of the operation of the Condominium in excess of Assessments or payments collected or due from Unit Owners prior to the time the Developer relinquishes control.~~

~~(h) Association funds or the control thereof.~~

~~(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.~~

~~(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.~~

~~(k) Insurance policies.~~

- ~~(l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.~~
- ~~(m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.~~
- ~~(n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.~~
- ~~(o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.~~
- ~~(p) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.~~
- ~~(q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.~~
- ~~(r) All other contracts to which the Association is a party.~~

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

- (a) Operating and maintaining the Common Elements and Limited Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments for Common Expenses from Unit Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and other Condominium Property.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, as provided in Section 13

hereof, subject to a right of the Unit Owners to overrule the Board ~~as provided in Section 13 hereof~~.

- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property.
- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (n) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (o) Purchasing or leasing Units for use by resident superintendents and other similar persons.
- (p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds ( $2/3^{\text{rds}}$ ) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$250,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (p) is not repaid by the

Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements 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, or which will affect, such Unit Owner's Unit; ~~provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any unit.~~

- (q) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent ~~(who may be an affiliate of the Developer)~~, 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 and maintenance, repair, and replacement of the Common Elements 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 by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.
- ~~(s) A limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.~~
- ~~(s)(t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.~~

## 6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. ~~Officers need not be Unit Owners.~~

- 6.2 President. The President shall be the chief executive officer of the Association. ~~He~~The President shall have all of the powers and duties that are usually vested on the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice-President ~~He~~ also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Unit Owners. ~~members.~~The Secretary ~~He~~ shall attend to the giving of all notices to the Unit Owners ~~members~~ and Directors and other notices required by law. The Secretary ~~He~~ shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary ~~He~~ shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary and of an association and as may be required by the Director or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer ~~He~~ shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer ~~He~~ shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- ~~6.6 — Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.16 hereof and by law.~~
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. Resignations. Any Director or officer may resign his or her post at any time 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 unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer ~~(other than appointees of the Developer or officers who were no Unit Owners)~~ shall immediately and automatically constitute a written resignation of such Director or officer.

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

9.1 Budget

- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(2129) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses amount the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting, ~~and~~ pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000 or such other sums as required by Section 718.112(2)(f). The amount of reserves shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserve item. Reserves shall not be required if the Unit Owners members of the Association have, by a majority vote at a duly called meeting of Unit Owners, members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed, hand delivered or electronically transmitted to each Unit Owner not less than fourteen (14) thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, ~~provided that the~~ Unit Owners shall ~~not~~ have the right to participate, and ~~need not~~ be recognized, at such meeting; provided however, that the Board may limit any such participation to not more than three (3) minutes per Unit Owner.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the proceeding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners within twenty-one (21) days following adoption of the annual budget, a special meeting of the Unit Owners shall be held within sixty (60)

~~thirty (30)~~ days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units ~~(including Units owned by the Developer)~~. If there is no quorum at such special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as approved by the Board.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessment against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

~~(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of Unit Owners owning a majority of the Units (other than Units owned by the Developer).~~

(b). Adoption by Unit Owners Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the Unit Owners, members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall

be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable to in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installments to be paid on the first day of the month (or quarter), commencing on the first day of the next month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 9.3 Assessments for Charges. Charges by the Association against Unit Owners ~~members~~ for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstance permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a Unit Owner ~~member~~ or when expressly provided for in the Declaration or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished at the expense of an Owner other services furnished for the benefit of an Owner ~~and fines and damages and other sums due from such Owner.~~
- 9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.
- 9.6 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon the Owner's ~~his~~ Assessments, the Board of Directors or its agent may accelerate the remaining installments of the Assessments upon notice to the Unit Owner, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery or the ten (10) days after the mailing of such notice to the Unit Owner ~~him~~ by certified mail, whichever shall first occur.

9.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the date and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ~~one hundred twenty (120) sixty (60)~~ days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Cost for recreation facilities;
- e. Expenses for reuse collection and utility services;
- f. Expenses for lawn care;
- g. Cost for building maintenance and repair;
- h. Insurance costs;
- i. Administrative and salary expenses; and
- j. General reserves, maintenance reserves and depreciation reserves.

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

9.10 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

9.11 ~~Limitation. The Developer shall not be liable for the payment of any Assessments applicable to Units it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against, the Developer.~~

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing ~~the Unit Owner's his~~ ownership, ~~and if applicable, file a certificate designating the Unit's voting right in accordance with Section 3.5(c) herein.~~ The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting such other Owner(s) shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting. No Owner shall be entitled to vote or to be counted for purposes of determining a quorum if delinquent in the payment of Assessments as elsewhere herein provided.

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

12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Unit Owners ~~members~~ of the Association. Directors and Unit Owners ~~members~~ not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary or manager as retained by the Board at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all Unit Owners ~~members~~ of the Association represented at a meeting in person or by proxy at which a

quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

- (b) ~~after control of the Association has been turned over to Unit Owners other than the Developer,~~ by not less than 80% of the votes of the Unit Owners members of the Association represented in person or by proxy at a meeting at which a quorum has been attained; or
- (c) by not less than 100% of the entire Board of Directors.

12.3 Proviso. No amendment may be adopted which would materially eliminate, modify, prejudice, abridge or otherwise materially adversely affect any rights, benefits, privileges or priorities granted or reserved to ~~the Developer or~~ mortgagees of Units without the consent of said ~~Developer and~~ mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or the Declaration. ~~No amendment to this Section shall be valid.~~

12.4 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 Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, ~~or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer.~~ The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

13. Rules and Regulations. ~~Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium.~~ The Board of Directors may, from time to time, adopt, modify, amend or add to ~~such~~ rules and regulations of the Condominium, ~~except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the units may overrule the Board with respect to any such modifications, amendments or additions.~~ Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. ~~At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.~~

14. Dispute Resolution.

14.1 Mediation. Mediation shall be required before any Unit Owner institutes any legal action, including, without limitation, any litigation or arbitration, related to or concerning: any action or inaction of the Association, the Board, any officer or committee; any Common Elements, Limited Common Elements, including the ownership, use or maintenance thereof; levy or collection of any Assessments; title to, occupancy of or use of any Unit; the interpretation or enforcement of any

provision of the Declaration, By-laws, Articles or rules and regulations of the Association; the conduct of any elections or meetings; or access for inspection of any books or records. Any Unit Owner, prior to instituting any such legal action, shall send a written request for mediation to the Association, and the Association shall provide the name of three independent certified mediators located within Palm Beach County, Florida, within thirty (30) days after receipt of such written request for mediation. Within ten (10) days after receipt of the list of mediators from the Association, the Unit Owner shall select one of the three mediators. Thereafter, the Association shall so inform the mediator and the parties shall participate in nonbinding mediation of the issue(s). In the event the Unit Owner fails to timely respond or select one of the three mediators, the Association shall have the right to select one of the three mediators. The Association and the Unit Owner shall equally share the cost of the mediator. The Association shall receive the invoice from the mediator and pay such invoice, and the Association shall invoice one-half of such invoice to the Unit Owner. The Unit Owner shall pay such invoice to the Association within fifteen (15) days from invoice from the Association. Any such unpaid invoice may, to the extent permitted by law, be levied and collected as Assessments against the Unit of the Unit Owner.

14.2 Failure to Mediate. If the Unit Owner fails to request or participate in such mandatory mediation, or if the Unit Owner fails to timely pay the cost of the mediator within fifteen (15) days from the date invoiced from the Association, the Unit Owner shall not be entitled to recover legal fees or cost of arbitration incurred in any further legal proceeding, including without limitation, any litigation or arbitration, in which the mandatory mediation as set forth in Section 14.1 above was required.

14.3 Arbitration. Following nonbinding mediation, and prior to filing any litigation, each Unit Owner shall comply with the mandatory non-binding arbitration procedures as required by Florida Statute 718.1225, as amended from time-to-time.

15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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

The foregoing was adopted as the By-Laws of THE JUPITER BEACHCOMBER CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Approved:

By: \_\_\_\_\_  
Name:  
Title: President

By: \_\_\_\_\_  
Name:  
Title: Secretary

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