

# Amendments

30626 *d*

*✓* This instrument prepared by:  
W. J. Paffenberger  
P. O. Box 6006, Riviera Beach, Fla. 33404  
Cromwell, Rosen & Paffenberger

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
TEQUESTA GARDEN CONDOMINIUM NO. 1  
Tequesta  
Palm Beach County, Florida

JUN 4 9 23 AM '69

EXHIBIT "A" - CONDOMINIUM FILE NO. 1.  
ABSTRACT ROOM - COUNTY COURT HOUSE

THIS AMENDMENT, made this 21 day of May, 1969, by  
RESORT PROPERTIES, INC., a Florida corporation, hereinafter called the  
"Developer", for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS, Article III, section B. 1. of the Declaration of Condominium  
of TEQUESTA GARDEN CONDOMINIUM NO. 1 reserved unto the Developer  
the right to construct one additional apartment building containing twelve (12)  
dwelling units to be known and referred to as Building C, and reserved the  
right to amend the Declaration of Condominium of TEQUESTA GARDEN  
CONDOMINIUM NO. 1 to effect of record the completion of the additional  
building as well as the description of the dwelling units; and

WHEREAS, the Developer has completed the additional apartment  
building and is ready to effect of record the completion of the additional  
building as well as the description of the dwelling units.

NOW, THEREFORE, the Developer does hereby amend the Declaration  
of Condominium of TEQUESTA GARDEN CONDOMINIUM NO. 1 to effect of  
record the completion of the additional building containing twelve (12)  
dwelling units, to be known and referred to as Building C, as well as the  
description of the dwelling units which were constructed substantially in  
accordance with the survey, plans and specifications which are attached  
hereto as Exhibit A.

IN WITNESS WHEREOF, the Developer and Declarer, RESORT  
PROPERTIES, INC., a Florida corporation, has caused this Certificate of

6130

Amendment to be signed in its name by its President and its corporate seal to be hereunto affixed, and attested by its Secretary, this 21 day of

May, 1969.

Signed, sealed and delivered in the presence of:

Alice Gray  
[Signature]

RESORT PROPERTIES, INC.  
By [Signature]  
William E. Schlusemeyer,  
President



Attest:

[Signature]  
Adele R. Schlusemeyer, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

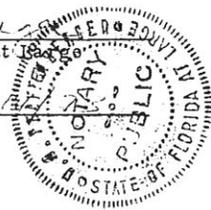
BEFORE ME, the undersigned authority, personally appeared WILLIAM E. SCHLUSEMEYER and ADELE R. SCHLUSEMEYER, well known to me to be the President and Secretary, respectively, of RESORT PROPERTIES, INC., a Florida corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Certificate of Amendment and that the execution of said Certificate of Amendment is the act and deed of the said corporation and that the same was executed for the uses and purposes therein expressed.

WITNESS my hand and official seal this 21 day of May, 1969.

[Signature]  
Notary Public, State of Florida at [Signature]

My commission expires: 21

2-14-73



Recorded In Official Record Book  
Of Palm Beach County, Florida  
John B. Dunkle  
Clerk of Circuit Court

1727 PAGE 75

W 53431

This instrument prepared by:  
W. J. Pfaffenberger  
P. O. Box 9996, Riviera Beach, Fla. 33404  
Cromwell, Remsen & Pfaffenberger

SEP 25 9 35 AM '69

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
TEQUESTA GARDEN CONDOMINIUM NO. 2  
DATED AUGUST 22, 1969, AND  
RECORDED AUGUST 29, 1969,  
IN OFFICIAL RECORD BOOK 1747,  
PAGE 195, PUBLIC RECORDS OF  
PALM BEACH COUNTY, FLORIDA

THIS AMENDMENT, made this 1st day of September, A. D. 1969, by TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, under its corporate seal and the hands of its President, William E. Schlusemeyer, and its Secretary Adele R. Schlusemeyer for the Members, their grantees, heirs, successors and assigns.

WITNESSETH:

WHEREAS, Article XI - I, entitled "Proviso" of the Declaration of Condominium for TEQUESTA GARDEN CONDOMINIUM NO. 2 contains a typographical error, and

WHEREAS, at a special meeting of the Board of Directors of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., held on September 1, 1969, the following resolution was duly adopted by one hundred percent (100%) of the entire membership of the Board of Directors of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.:

I. ARTICLE XI - I entitled "Proviso" is hereby amended to read in its entirety as follows:

"I. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the dwelling units of the condominium, neither the dwelling unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the dwelling units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs. Said Developer shall be responsible for any assessments which may be levied by the Association against any dwelling unit or units owned by said Developer, and shall comply with the terms and provisions hereof in the same manner as any other owner of dwelling units in TEQUESTA GARDEN CONDOMINIUM NO. 2."

IN WITNESS WHEREOF, the said Association has caused this Certificate to be signed in its name by its President and its corporate seal to be hereunto affixed

RETURN TO: CROMWELL, REMSEN  
& PFAFFENBERGER  
P. O. BOX 9996  
RIVIERA BEACH, FLORIDA 33404



6527

CERTIFICATE OF AMENDMENT  
TO  
DECLARATIONS OF CONDOMINIUMS  
KNOWN AS  
TEQUESTA GARDEN CONDOMINIUM NO'S. 1 THRU 8

(1) This is to certify that a resolution was adopted amending the Declarations of Condominium of the condominiums known as TEQUESTA GARDEN CONDOMINIUM NO'S. 1 THRU 8, which declarations are recorded in the public records of Palm Beach County, Florida, as follows:

<u>Condominium No.</u>	<u>Off. Rec. Bk.</u>	<u>Page</u>
One	1699	242
Two	1747	195
Three	1785	1
Four	1812	1462
Five	1848	1665
Six	1891	262
Seven	1937	81
Eight	1982	1538

(2) Said resolution, which was duly adopted, reads as follows:

"BE IT AND IT IS HEREBY RESOLVED:

That the several Declarations of Condominium of the condominiums known as TEQUESTA GARDENS CONDOMINIUM NO'S. 1 THRU 8 shall be and the same are hereby amended by changing the following referred to portions of the Declarations of Condominiums to read as follows:

- (a) Page 6, Article V, C, item 2, to read:  
 "Automobile parking space. The common elements include assigned parking areas for owners and guests--for automobiles only. No trucks, campers, trailers, boats, motorcycles, etc. are permitted in parking spaces around any of the buildings."
- (b) Page 15, Article XI, C, to read:  
 "Leased Property. All leased property, such as recreational facilities, shall be used only for the purposes for which such property is intended in the furnishing of services and facilities for the enjoyment of dwelling unit owners and their house guests."

THIS INSTRUMENT WAS PREPARED BY:  
 ✓ JOHN M. FARRELL  
 Attorney at Law

REC-2108 PAGE 896

205 WORTH AVE., PALM BEACH, FLORIDA 33480

73 JAN 11 PM 4:19

8.60

CERTIFIED COPY

- (c) Page 15, Article XI, E, to read:  
"Minors under 16. No children under the age of sixteen (16) years shall occupy a private dwelling for a period to exceed thirty (30) days in a given year unless otherwise approved by the Board of Directors."
- (d) Page 15, Article XI, F, to read:  
"Pets. No dwelling unit or portion of the condominium property, or any property operated by the Association shall be occupied by any pet animal except small dogs (commonly known as lap dogs), cats, tropical fish, or birds in cages. Pet animals must be on leash or under the direct control and in the presence of the owner thereof when out of the apartment. They shall not be allowed to create or cause any disturbance or nuisance of any kind. They may not be taken into the recreational area. No more than one dog or cat may abide in a dwelling unit. No dog or cat may be replaced after the demise of the present animal. No dog or cat will be permitted in apartments which are sold or leased."
- (e) Page 16, Article XII, A2, to read:  
"Lease. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by lease without the approval of the Association, except to another unit owner. An owner shall rent or lease his apartment no more than twice in a calendar year. If an owner leases his apartment, he automatically forfeits all rights and privileges of the common elements and recreational facilities for the duration of the lease."

(3) This is to further certify that the foregoing resolution was adopted and approved in full accordance with ARTICLE XIV of the aforesaid several Declarations of Condominium and with Chapter 711 of the Florida Statutes, 1972.

IN WITNESS WHEREOF, TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, and being the "Association" referred to in Article II-C of the said Declarations of Condominium, has caused these presents to be executed in its behalf and its corporate seal affixed this

12 day of January, 1973.

TEQUESTA GARDEN CONDOMINIUM AS-  
SOCIATION, INC.

(CORPORATE SEAL)

By: E. Sandberg  
As its President



Attest:  
Genevra D. Geer  
As its Secretary

Signed and sealed  
in our presence:

J. W. [Signature]  
Fred A. [Signature]

NOT A CERTIFIED COPY

State of Florida )  
                          ) ss  
County of Palm Beach )

Before me personally appeared E. Sandberg  
and Genevra D. Geer, respectively, President  
and Secretary of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.,  
to me well known, and they acknowledged before me that they  
executed the foregoing instrument as such officers of said  
corporation, and that they affixed thereto the official seal  
of said corporation; and I FURTHER CERTIFY that I know the  
said persons making said acknowledgment to be the individuals  
described in and who executed the said instrument.

WITNESS my hand and official seal this 12th day of  
January, 1973.

(NOTARY SEAL)

Joyce V. Barkus  
Notary Public, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUN. 12, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

FILE # 2108 PAGE 898

Recorded In O R Book #  
Record verified  
Palm Beach County, Fla.,  
John B. Dunkle  
Clerk Circuit Court



60748

CERTIFICATE OF AMENDMENT  
 TO  
 DECLARATIONS OF CONDOMINIUMS  
 KNOWN AS  
TEQUESTA GARDEN CONDOMINIUM NO'S. 1 THRU 8

(1) This is to certify that a resolution was adopted amending the Declarations of Condominiums of the condominium known as TEQUESTA GARDEN CONDOMINIUM NO'S. 1 THRU 8, which declarations are recorded in the public records of Palm Beach County, Florida, as follows:

<u>Condominium No.</u>	<u>Off. Rec. Bk.</u>	<u>Page</u>
One	1699	242
Two	1747	195
Three	1785	1
Four	1812	1462
Five	1848	1665
Six	1891	262
Seven	1937	81
Eight	1982	1538

all as amended by a "Certificate of Amendment" recorded in Official Record Book 2108 at page 896.

(2) Said resolution, which was duly adopted, reads as follows:

"BE IT AND IT IS HEREBY RESOLVED:

That the several Declarations of Condominium, as amended, of the condominiums known as TEQUESTA GARDEN CONDOMINIUM NO'S. 1 THRU 8 shall be and the same are hereby further amended by changing the following referred to portions of the Declarations of Condominiums to read as follows:

(a) Article II(B) to read:

"B. Dwelling Unit Owner means "unit owner" as defined by the Condominium Act, except that units in this condominium shall be owned only by and titled in natural persons (and not corporations, partnerships (limited or general) or other entities)."

'74 JUN 11 PM 4:54

1280

OFFICIAL RECORD 2315 PAGE 1825

THIS INSTRUMENT WAS PREPARED BY:  
 JOHN M. FARRELL  
 Attorney at Law  
 205 WORTH AVE., PALM BEACH, FLORIDA 33480

(b) Article XI(F), as amended (see Official Record Book 2108 at page 895) shall be further amended by adding thereto the following additional language:

"PROVIDED, FURTHER, that from and after the 21st day of April, 1974, no dogs or cats not then resident in the condominium property as pets of dwelling unit owners shall be permitted."

(3) This is to further certify that the foregoing resolution was adopted and approved in full accordance with ARTICLE XIV of the aforesaid several Declarations of Condominium and with Chapter 711 of the Florida Statutes, 1972.

IN WITNESS WHEREOF, TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.. a non-profit Florida corporation, and being the "Association" referred to in Article II-C of the said Declarations of Condominium, has caused these presents to be executed in its behalf and its corporate seal affixed this 29th day of May, 1974.



TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

By: L. Landon E. Jackson  
As its Vice-President

Attest:

Genevra D. Geer  
As its Secretary

Signed and sealed  
in our presence:

Nicholas Aragon  
Geo. H. Hardill

RECORDED 2315 PAGE 1826

State of Florida )  
 ) ss  
County of Palm Beach )

Before me personally appeared Charles E. Jackson  
and Genevra D. Geer, respectively, Vice President  
and Secretary of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.,  
to me well known, and they acknowledged before me that they execu-  
ted the foregoing instrument as such officers of said corporation  
and that they affixed thereto the official seal of said corpora-  
tion; and I FURTHER CERTIFY that I know the said persons making  
said acknowledgment to be the individuals described in and who  
executed the said instrument.

WITNESS my hand and official seal this 29th day of  
May \_\_\_\_\_, 1974.

(NOTARY SEAL)

*Joyce V. Backus*  
Notary Public, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUN. 12, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.



REC'D 2315 PAGE 1827

Recorded in O R Book 3  
Record verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

68256

AFFIDAVIT RELATIVE TO AMENDMENTS  
MADE TO ARTICLES OF INCORPORATION  
AND TO BY-LAWS OF TEQUESTA  
GARDENS CONDOMINIUM ASSOCIATION, INC.

State of Florida )  
County of Palm Beach ) ss

Before me, the undersigned authority, personally ap-  
peared CHARLES E. JACKSON, who, being by me first duly sworn,  
says:

(1) That he is the duly elected and acting Vice President  
of TEQUESTA GARDENS CONDOMINIUM ASSOCIATION, INC., a Florida cor-  
poration not for profit.

(2) That such non-profit corporation is that designated by  
the Declarations of Condominium of the condominiums known as TE-  
QUESTA GARDEN CONDOMINIUM NO'S. 1 THRU 8, which declarations are  
recorded in the public records of Palm Beach County, Florida, as  
follows:

<u>Condominium No.</u>	<u>Off. Rec. Bk.</u>	<u>Page</u>
One	1699	242
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Five	1848	1665
Six	1891	262
Seven	1937	81
Eight	1982	1538

all as amended by a "Certificate of Amendment" recorded in Offi-  
cial Record Book 2108 at page 896, and further amended by a "Cer-  
tificate of Amendment" recorded in Official Record Book 2315 at  
page 1825 to operate such condominiums.

(3) That attached hereto and in accordance with the Articles  
of Incorporation of said corporation and the By-laws of said cor-  
poration are certificates of amendments to each, the former being

774 JUL 11 PM 3:234

2040

REC-2324 PAGE 263

THIS INSTRUMENT WAS PREPARED BY:  
JOHN M. FARRELL  
Attorney at Law  
200 WORTH AVE., PALM BEACH, FLORIDA 33480

a certified copy by the Secretary of State of the State of Florida, both of which are in full force and effect.

FURTHER AFFIANT SAITH NAUGHT.

*Charles E. Jackson*  
\_\_\_\_\_  
Charles E. Jackson

WITNESS my hand and official seal at Tequesta, Florida, this 25<sup>th</sup> day of June, 1974.

(NOTARY SEAL)

*George V. Backus*  
\_\_\_\_\_  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUN. 12, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.



REC-26 2324 PAGE 264

# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

Certificate of Amendment to Articles of Incorporation of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized and existing under the Laws of the State of Florida, amending ARTICLE V, filed on the 17th day of June, A. D., 1974, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 18th day of June, A.D., 1974.



*Richard (Dick) Stone*  
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION  
OF  
TEQUESTA GARDENS CONDOMINIUM ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

---

TEQUESTA GARDENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, under its corporate seal and under the hands of its President and its Secretary, hereby certifies:

I

That the Board of Directors of said corporation, at a meeting called and held on the 8th day of April, 1974, adopted the following resolution, by an affirmative vote of not less than 75% of the entire Board of Directors, to-wit:

"BE IT RESOLVED by the Board of Directors of TEQUESTA GARDENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, that paragraph "B" of ARTICLE V of the Articles of Incorporation of this corporation be amended to read as follows:

"B. Notwithstanding any provision hereof to the contrary, the By-Laws shall provide that each and every condominium known as Tequesta Garden Apts. which is to be operated and/or administered by this Association, shall have representation on the Board of Directors of the Association through the election to the Board of Directors of at least one of the apartment owners of each of said several condominiums. If no apartment owner is available as a candidate for director for any one or more of the several condominium units, such condominiums can be represented on the Board in the manner provided in the By-Laws. The non-availability of such candidate shall be established as provided in the By-Laws. The By-Laws may contain detailed provisions regarding the apportionment of directors."

II

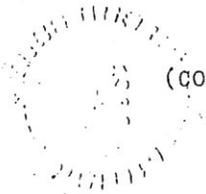
That, in addition, such amendment was also approved by affirmative vote, in person or by proxy, of not less than 75% of the entire membership of the Association at a meeting called and held on the 29th day of May, 1974.

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA  
JUN 17 2 47 PM '74  
FILED

III

That, further, notice of the proposed amendment was given in the notices of such directors' meeting and of such membership meeting.

IN WITNESS WHEREOF, TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC. has caused these presents to be executed in its behalf by its Vice-President and attested to by its Secretary and its corporate seal affixed, all at Tequesta, Florida, this 29th day of May, 1974.



(CORPORATE SEAL)

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

BY: Charles E. Jackson  
As its Vice President

Attest:

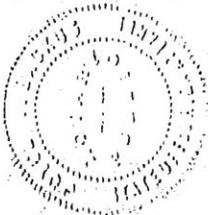
Genevra D. Geer  
As its Secretary

State of Florida }  
County of Palm Beach } ss

Before me personally appeared Charles E. Jackson and Genevra D. Geer, respectively, Vice-President and Secretary of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 29th day of May, 1974.

(NOTARY SEAL)



James V. Backus  
Notary Public, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUN. 12, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

CERTIFICATE OF AMENDMENT  
OF BY-LAWS OF  
TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, under its corporate seal and under the hands of its Vice-President and Secretary, hereby certifies:

I

That the Board of Directors of said corporation, at a meeting called and held on the 8th day of April, 1974, adopted the following resolution, by an affirmative vote of not less than 75% of the entire Board of Directors, to-wit:

"BE IT RESOLVED by the Board of Directors of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, that the By-Laws of this corporation be amended in the following respects:

- (a) That paragraph (B) (2) of ARTICLE III be amended to read as follows:

"2. A nominating committee of eight members shall be appointed by the Board of Directors not less than forty days prior to the Annual Members' Meeting. The committee shall nominate one person (if possible) for each condominium unit, and one person for the director-at-large, for a total of not more than nine (9) candidates.

Nominations of additional candidates for the nine directorships shall be made at a Special Members' Meeting held not less than thirty days prior to the Annual Meeting. If no nominations are made from the floor and if there is only one candidate for any one condominium unit, no formal election for that condominium unit is required, and the candidate nominated shall be declared a director at the Special Members' Meeting.

In the absence of an available candidate from any one of the several condominiums, the vacancy created thereby will subsequently be filled by appointment by the newly elected Board of Directors. Such appointment shall be made within 30 days following the installation of the new Board of Directors.

- (b) That paragraph (B) (3) of ARTICLE III be amended to read as follows:

"3. The election shall be by secret ballot and by a plurality of votes cast, each person voting being entitled to cast his votes for a candidate, if any, representing his condominium unit, and for a candidate to be elected at large.

No dwelling unit owner is eligible to serve as a director for more than three consecutive terms of one year each. Thereafter, one year must elapse before eligibility is restored."

II

That, in addition, such amendments were also approved by affirmative vote, in person or by proxy, of not less than 75% of the entire membership of the Association, at a meeting called and held on the 29th day of May, 1974.

III

That, further, notice of the proposed amendments was given in the notices of such directors' meeting and of such membership meeting.

IN WITNESS WHEREOF, TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC. has caused these presents to be executed in its behalf by its Vice-President and attested to by its Secretary and its corporate seal affixed, all at Tequesta, Florida, this 29th day of May, 1974.



(CORPORATE SEAL)

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

By: *Charles E. Hancock*  
As its Vice-President

Attest:

*Genevra D. Geer*  
As its Secretary

State of Florida )  
 ) ss  
County of Palm Beach )

Before me personally appeared Charles E. Jackson  
and Genevra D. Geer, respectively, <sup>vice</sup> President  
and Secretary of TEQUESTA GARDENS CONDOMINIUM ASSOCIATION, INC.,  
to me well known, and they acknowledged before me that they execu-  
ted the foregoing instrument as such officers of said corporation  
and that they affixed thereto the official seal of said corpora-  
tion; and I FURTHER CERTIFY that I know the said persons making  
said acknowledgment to be the individuals described in and who  
executed the said instrument.

WITNESS my hand and official seal this 29th day of  
May, 1974.

(NOTARY SEAL)

Joyce V. Backus  
Notary Public, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUN. 12, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.



Recorded in O R Book M  
Record verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

GENERAL RECORD 2324 PAGE 270

RETURN TO: Pma/bom  
CROWWELL, HAYWARD, ANDERSON, ETC.  
SIXTH FLOOR, WEST BOSTON BUILDING  
2001 BR. BLVD.  
RIVIERA BEACH, FLORIDA 33404

Prepared by: John M. Farrell, Esq.  
205 Worth Avenue  
Palm Beach, FL 33480

CERTIFICATE OF AMENDMENT

TO  
BY-LAWS  
OF

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

Tequesta,  
Palm Beach County, Florida

THIS IS TO CERTIFY THAT:

1. The attached writing is a true copy of a resolution amending the By-Laws of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., as the same appear with the Declarations of Condominium of the condominiums known as TEQUESTA GARDEN CONDOMINIUM NO'S. 1 THRU 8, which declarations are recorded in the public records of Palm Beach County, Florida, as follows:

<u>Condominium No.</u>	<u>Off. Rec. Bk.</u>	<u>Page</u>
One	1699	242
Two	1747	195
Three	1785	1
Four	1812	1462
Five	1848	1665
Six	1891	262
Seven	1937	81
Eight	1982	1538

which resolution was duly adopted by at least 75 per cent of the members of the Board of Directors and 75 per cent of the members of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at a meeting duly held on June 16, 1980, in accordance with the Declaration of Condominium, Articles and By-Laws, at which meeting a quorum was present.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

EXECUTED at Tequesta, Florida, this 24 day of July, 1980.

Witnesses:

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
As its President

Attest: [Signature]  
As its Secretary



80 137227

80 137227

B3340 P1930

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

BEFORE ME, the undersigned authority, personally appeared LARRY CAIN and GENEVRA GEER, well known to me to be the President and Secretary respectively of the TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they did, as such officers execute the foregoing Certificate of Amendment and that the execution of said Certificate of Amendment is the free act and deed of the said corporation, and that the same was executed for the uses and purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of June,

1980.



*Robert N. Oll*  
Notary Public, State of Florida at Large

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUN. 1 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

B3340 P1931

AMENDMENT TO  
BY-LAWS  
OF  
TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT, made this 16 day of June, 1980, by the TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Association", for itself, its successors, grantees and assigns,

W I T N E S S E T H :

WHEREAS, there is presently no procedure set forth in the Declaration of Condominium, Articles of Incorporation, By-Laws or Condominium Recreation Lease for the Amendment of said Condominium Recreation Lease; and

WHEREAS, The Association desires to enter into an agreement with the Lessor amending the Condominium Recreation Lease; and

WHEREAS, some authority must be given the Association to enter into such an Amendment Agreement and some procedure developed for such Amendment;

NOW, THEREFORE, in consideration of the foregoing, the Association does hereby amend Article VIII of the By-Laws to add a new Paragraph "E"; Article VIII presently appears in the By-Laws as follows:

"These By-Laws may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either 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, such approvals must be by:

1. Not less than 75 per cent of the entire membership of the Board of Directors and not less than 75 per cent of the votes of the entire membership of the Association; or
2. Not less than 80 percent of the votes of the entire membership of the Association; or

B3340 P1932

3. Until the first election of Directors, by all of the Directors.

C. Proviso. Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any dwelling unit or class or group of dwelling units unless the dwelling unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

D. 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 officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida."

NOW, THEREFORE, with the enactment and recording of the Amendment in the Public Records, Article VIII shall appear as it does above with the addition of the following paragraph:

"E. Amendment of Condominium Recreation Lease. The Association is hereby authorized to amend the Condominium Recreation Lease by filing in the Public Records of Palm Beach County an Amendment Agreement executed by the Lessor and the Association as Lessee. The terms of such amendment will be as follows:

1. Paragraph 3-A of said Lease shall be amended to provide a rental of \$14.50 per month for each and every condominium dwelling unit.

2. Paragraph 3-C of said Lease shall be deleted.

3. Paragraph 22 of said Lease shall be amended so that the existing language will be deleted in its entirety and replaced with essentially the following language: The Lessor shall have no right whatsoever to any rental increase beyond \$14.50 per unit per month. The Lessee hereby waives any present or future statutory rights to acquire the recreation facility ownership or to void the recreation lease. No further change in the Condominium Recreation Lease will be sought judicially or administratively by either Party and any future modification or Buy-Out of the Lessor's interest would be solely the product of voluntary negotiation between the parties.

The rental of \$14.50 per unit per month will become effective retroactively to April 6, 1979. All sums due from April 6, 1979 to the date of execution of this Amendment shall be paid as a lump sum payment at the time the Amendment Agreement to the Condominium Recreation Lease is entered into by the Parties.

4. Each and every provision of the Condominium Recreation Lease, including the amended sections, shall be ratified by the Parties."

NOW, THEREFORE, Article VIII of the By-Laws of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., shall be as it appears in this Amendment.

EXECUTED at Tequesta, Florida, this 16 day of June, 1980.

Witnesses:

[Signature]  
[Signature]

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

By [Signature]  
President

Attest [Signature]  
Secretary

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK-CIRCUIT COURT

B3340 P 1933

RETURN TO:

This instrument prepared by:  
SHARON A. WEBER, ESC.  
BECKER, POLIAKOFF & STREITFELD, P.A.  
REFLECTIONS BUILDING  
450 AUSTRALIAN AVENUE SOUTH, SUITE 720  
WEST PALM BEACH, FLORIDA 33401

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
ALL TEQUESTA GARDEN CONDOMINIUMS

WHEREAS, the Declaration of Condominium for all Tequesta Garden Condominiums have been duly recorded in the Public Records of Palm Beach County, Florida, in:

Condominium No.	Off. Rec. Bk.	Page
One	1699	242
Two	1747	195
Three	1785	1
Four	1812	1462
Five	1848	1665
Six	1891	262
Seven	1937	81
Eight	1982	1538

WHEREAS, the Articles of Incorporation and By-Laws of Tequesta Garden Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Tequesta Garden Condominium Association, Inc., a Florida not-for-profit corporation, held on December 4, 1986, the aforementioned Declaration, Articles of Incorporation, and By-Laws were amended pursuant to the provisions of said Declaration, Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration, Articles of Incorporation and By-Laws are a true and correct copy of the amendments to the Declaration of Condominium, and Articles of Incorporation and By-Laws as amended by the membership:

(underlining indicates additions;  
"---" indicates deletions)

AMENDMENT TO ARTICLE XIV B 1, 3 & 3  
OF THE DECLARATION OF CONDOMINIUM

B. A resolution for the adoption of a proposed amendment may be proposed by either 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, such approvals must be either by:

~~1. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% a majority of the votes of the entire membership of the Association.~~

~~2. Not less than 80% of the votes of the entire membership of the Association, or~~

~~3. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the boundaries of the common elements.~~

AMENDMENT TO ARTICLE III B, 6  
OF THE ARTICLES OF INCORPORATION

6. To make and amend reasonable regulations regarding the use of the property of the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than ~~seventy-five (75%)~~ a majority of the votes

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of the entire membership of the Association before such shall become effective.

AMENDMENT TO ARTICLE IX, B 1 & 2  
OF THE ARTICLES OF INCORPORATION

1. Such approval must be by not less than 75% of the entire membership of the Board of Directors and by not less than ~~75%~~ a majority of the votes of the entire membership of the Association, ~~or~~

~~2. --- By not less than 80% of the votes of the entire membership of the Association. ---~~

AMENDMENT TO ARTICLE VI, B 6  
OF THE BY-LAWS

6. Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by dwelling unit owners entitled to cast not less than 75% a majority of the votes of the entire membership of the Association ~~and further provided that until the Developer has completed all the contemplated improvements, and closed the sale of all dwelling units of the condominiums, or until four years from the date of the record of the Declaration of Condominium for Tequesta Garden Apts., in the Public Records of Palm Beach County, Florida or until the Developer elects to terminate control of the Condominiums, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.~~

AMENDMENT TO ARTICLE VIII, B 1, 2 & 3  
OF THE BY-LAWS

1. Not less than 75% of the entire membership of the Board of Directors and not less than ~~75 percent~~ a majority of the votes of the entire membership of the Association ~~or membership of the Association, or~~

~~2. --- Not less than 80 percent of the votes of the entire membership of the Association, or~~

~~3. --- Until the first election of Directors, by all of the Directors. ---~~

WITNESS my signature hereto this 13<sup>th</sup> day of December, 1986, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM  
ASSOCIATION, INC.

Jeannette Gould  
Witness

By: Dominic J. Horvath (SEAL)  
President

Dorothy Proctor  
Witness

Attest: Eleanor Johnson (SEAL)  
Secretary

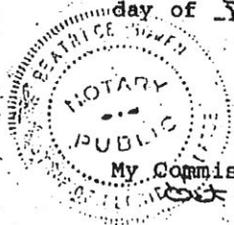
STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me personally appeared Dominic J. Horvath and Eleanor Johnson, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act

B5142 P.1759

and deed of them, and each of them, each for himself and not for the other, and that the facts herein are truly set forth.

Dated at Tequesta, Palm Beach County, Florida, this 23<sup>rd</sup> day of December, 1986.



*Patricia Brown*  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:  
Oct. 15, 1988

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
My Commission Expires October 15, 1988  
Bonded thru Pioneer Bonding Agency, Inc.

NOT A CERTIFIED COPY

85142 P1760

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

-3-  
LAW OFFICES

**RETURN TO:** SHARON A. WEBER, ESQ.  
BECKER, POLIAKOFF & STREITFELD, P.A.  
REFLECTIONS BUILDING  
450 AUSTRALIAN AVENUE SOUTH, SUITE 720  
WEST PALM BEACH, FLORIDA 33401

MAR-07-1988 11:02am 88-059694

ORB 5594 Pg 1539

CERTIFICATE OF AMENDMENT TO THE  
DECLARATIONS OF CONDOMINIUM FOR  
ALL TEQUESTA GARDEN CONDOMINIUMS

WHEREAS, the Declarations of Condominium for all Tequesta Garden Condominiums have been duly recorded in the Public Records of Palm Beach County, Florida, as follows:

Condominium No.	Off. Rec. Bk.	Page
One	1699	242
Two	1747	195
Three	1785	1
Four	1812	1462
Five	1848	1655
Six	1891	252
Seven	1937	81
Eight	1982	1538

WHEREAS, the By-Laws of Tequesta Garden Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Tequesta Garden Condominium Association, Inc., a Florida not-for-profit corporation, held on February 16, 1988, the aforementioned Declarations and By-Laws were amended pursuant to the provisions of said Declarations and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declarations and By-Laws are a true and correct copy of the amendments to the Declarations of Condominium, and By-Laws as amended by the membership:

(additions indicated by underlining;  
deletions indicated by "----")

AMENDMENT TO ARTICLE V.C.2 OF THE  
DECLARATION OF CONDOMINIUM FOR ALL  
TEQUESTA GARDEN CONDOMINIUMS

Automobile Parking Space. , The common elements include assigned parking areas for owners and guests for automobiles only. ~~No trucks, campers, trailers, boats, motorcycles, etc., are permitted in parking spaces around any of the buildings. No trucks, campers, recreational vehicles, trailers, boats or motorcycles in these areas.~~ Automobiles may include those passenger vans commonly known in the trade as "mini vans" which do not exceed 76" in height, 77" in width, and 16 feet in length. These vans shall have windows on all sides, provide for seating in rear, and not used for commercial purposes, and do not have sleeping, cooking or toilet facilities.

On a temporary basis, to be reviewed every six months, an owner, guest or renter may park non-approved passenger vehicles in the non-assigned parking areas on Westwood Avenue, facing the Recreation area. Parking will not exceed a period of two (2)

1

ORB 5594 Pg. 1540

weeks, and only after a prior written request for approval has been submitted and approved by the Board of Directors.

AMENDMENT TO ARTICLE XI.F OF THE  
DECLARATION OF CONDOMINIUM FOR ALL  
TEQUESTA GARDEN CONDOMINIUMS

~~Pets. No dwelling unit or portion of the condominium property, or any property operated by the Association shall be occupied by any pet animal except small dogs (commonly known as lap dogs), cats, tropical fish, or birds in cages. Pet animals must be on-leash or under the direct control and in the presence of the owner thereof when out of the apartment. They shall not be allowed to create or cause any disturbance or nuisance of any kind. They may not be taken into the recreational areas. No more than one dog or cat may abide in a dwelling unit. No dog or cat may be replaced after the demise of the present animal. No dog or cat will be permitted in apartments which are sold or leased. PROVIDED, FURTHER, that from and after the 21st day of April, 1974, no dogs or cats not then resident in the condominium property as pets of dwelling unit owners shall be permitted. No dog or cat or other animal of any kind may be introduced into any dwelling unit or any part of the common element by an owner, tenant or guest at any time for any reason.~~

AMENDMENT TO ARTICLE XII.A2 OF THE  
DECLARATION OF CONDOMINIUM FOR ALL  
TEQUESTA GARDEN CONDOMINIUMS

Lease. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by lease without the approval of the Association, except to another unit owner. An owner shall rent or lease his apartment no more than twice in a calendar year. All leases must be for a minimum term of ninety (90) days or more. If an owner leases his apartment, he automatically forfeits all rights and privileges of the common elements and recreational facilities for the duration of the lease.

AMENDMENT TO ARTICLE XII.A.6 OF THE  
DECLARATION OF CONDOMINIUM FOR ALL  
TEQUESTA GARDEN CONDOMINIUMS

6. Dwelling Unit owner must pay a fee of \$50.00 or such other transfer fee as may be allowed by law to the Association for its approval of the transfer of a dwelling unit.

AMENDMENT TO ARTICLE VI.B.4 OF THE BY-LAWS OF  
TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

4. BETTERMENTS, which shall include the funds to be used for capital expenditure for additional improvements or additional personal property that will be a part of the common elements, provided, however, that in the expenditure of this fund no sum in excess of ~~One Thousand Dollars (\$1,000.00)~~ Two Thousand Dollars (\$2,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

ORB 5594 Pg 1541

WITNESS my signature hereto this 1<sup>ST</sup> day of MARCH, 1988, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDCMINIUM ASSOCIATION, INC.

Jeannette Gould  
Witness  
Bryan Brinkman  
Witness

By: [Signature] (SEAL)  
President  
Attest: [Signature] (SEAL)  
Secretary

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me personally appeared JOSEPH G. COLLINS and ELEANOR JOHNSON, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of the, each for himself and not for the other, and that the facts herein are truly set forth.

Dated at Tequesta, Palm Beach County, Florida this 1<sup>ST</sup> day of MARCH, 1988.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires October 19, 1990  
Bonded thru Buckleberry & Associates  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

RETURN TO:

MAR-09-1989 02:21pm 89-066816

This Instrument prepared by:  
SHARON A. WEBER, ESQ.  
BECKER, POLIAKOFF & STREITFELD, P.A.  
REFLECTIONS BUILDING  
450 AUSTRALIAN AVENUE SOUTH, SUITE 720  
WEST PALM BEACH, FLORIDA 33401

ORB 5992 Pg 254

CERTIFICATE OF AMENDMENT TO THE  
DECLARATIONS OF CONDOMINIUM FOR  
ALL TEQUESTA GARDEN CONDOMINIUMS

WHEREAS, the Declarations of Condominium for all Tequesta Garden Condominiums have been duly recorded in the Public Records of Palm Beach County, Florida, as follows:

<u>Condominium No.</u>	<u>Off. Rec. Bk.</u>	<u>Page</u>
One	1699	242
Two	1747	195
Three	1785	1
Four	1812	1462
Five	1848	1665
Six	1891	262
Seven	1937	81
Eight	1982	1538

WHEREAS, the By-Laws of Tequesta Garden Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Tequesta Garden Condominium Association, Inc., a Florida not-for-profit corporation, held on March 6, 1989 the aforementioned Declarations and By-Laws were amended pursuant to the provisions of said Declarations and By-Laws.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Declarations and By-Laws are a true and correct copy of the amendments to the Declarations of Condominium and By-Laws, as amended by the membership:

AMENDMENT TO ARTICLE VI  
OF THE DECLARATIONS OF CONDOMINIUM OF ALL  
TEQUESTA GARDEN CONDOMINIUMS

(additions indicated by underlining;  
deletions indicated by "---")

B.2. Material Alterations and Substantial Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no material alteration nor further substantial improvement of the real property constituting the Common Elements without prior approval, in writing, by the owners of not less than ~~seventy-five percent--(75%)~~ a majority of the Common Elements, except as provided by the Bylaws.

B.3. Minor Alterations and Improvements. The Association, through its Board of Directors, has the authority to make or allow to be made any minor alterations and improvements to the Common Elements of the Condominium consistent with the Board's responsibility to operate and manage the Condominium property. All requests for changes must be in writing to the Board of Directors.

AMENDMENT TO ARTICLE XI, SECTION E  
OF THE DECLARATIONS OF CONDOMINIUM OF ALL  
TEQUESTA GARDEN CONDOMINIUMS

(a new provision)

E. Minors under 16. Adult Community. Inasmuch as the Tequesta Garden Condominium community is designed and intended as an adult community, to provide housing primarily for residents who are fifty-five (55) years of age or older. No children under the age of sixteen (16) years shall occupy a private dwelling for a period to exceed thirty (30) days in a given calendar year unless otherwise approved by the Board of Directors. A minimum of eighty (80%) percent of the units in the Condominium must be permanently occupied by at least one person fifty-five (55) years of age or more, while any person permanently occupies said dwelling units. Persons under the age of fifty-five (55) years and sixteen (16) years of age or older may permanently occupy and reside in such dwelling units as long as at least one of the permanent occupants is fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesated percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board.

AMENDMENT TO ARTICLE III,  
SECTION A. OF THE BYLAWS OF  
TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining;  
deletions indicated by "----")

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than ten (10) directors, the exact number to be determined at the time of election. There shall also be three (3) alternate directors annually elected at large who shall serve in the absence of any Board member. The alternate director receiving the highest number of votes shall be designated as the first alternate and shall serve as first available alternate in the absence of a director. Similarly, the alternate director receiving the second highest votes shall serve as the second alternate and the remaining alternate director as the third alternate. If it cannot be determined which of the three alternate directors received the highest number of votes, then the Board of Directors shall determine the order of service of the alternate directors.

WITNESS my signature hereto this 8 day of March,  
1989, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM  
ASSOCIATION, INC.

Nancy Kurlich  
Witness

By: [Signature]  
President

Mary Petch  
Witness

Attest: [Signature]  
~~Secretary~~  
VICE PRESIDENT

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me personally appeared Joseph Collins and Frank HORACE, the President and Vice President respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Palm Beach, Palm Beach County, Florida, this 8th day of March, 1988-1989.

Clair B. Neta  
NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 07/01/1991  
BONDED THRU GENERAL INS. CO.



CERTIFIED COPY

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT



~~2. Automobile Parking Space. The common elements include assigned parking areas for owners and guests for automobiles only. No trucks, campers, recreational vehicles, trailers, boats or motorcycles in these areas. Automobiles may include those passenger vans commonly known in the trade as "mini vans" which do not exceed 76" in height, 77" in width, and 16 feet in length. These vans shall have windows on all sides, provide for seating in rear, and not used for commercial purposes, and do not have sleeping, cooking or toilet facilities.~~

~~On a temporary basis, to be reviewed every six months, an owner, guest or renter may park non approved passenger vehicles in the non assigned parking areas on Westwood Avenue, facing the Recreation area. Parking will not exceed a period of two (2) weeks, and only after a prior written request for approval has been submitted and approved by the Board of Directors.~~

2. Vehicle Restrictions. The following guidelines shall apply with regard to permitted and prohibited vehicles on the condominium property:

- I. ONLY passenger automobiles equipped with original automobile manufacturer's factory design passenger bodies and station wagons may park on the condominium properties. The only exceptions are passenger vehicles for the handicapped with the appropriate state permit.
- II. Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park on the condominium property, except as provided by sub-paragraph III below:
  - (a) Commercial vehicles of any type.
  - (b) Passenger vans. This rule shall not apply to vans with windows on all body panels which do not exceed 205 inches in length or 77 inches in height.
  - (c) Motorcycles or other two-wheeled motorized vehicles.
  - (d) Limousines or "stretch" limousines;
  - (e) Trucks, including, but not limited to pick-up trucks, and light pick-up trucks of whatever nature, small trucks or any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without; the term cargo bed being specifically intended to refer to those vehicles with a bed exposed to the elements or covered by a

top (as an after-market device) which are designed, manufactured, marketed or sold primarily for the purpose of carrying cargo rather than passengers. This prohibition does not apply to sport utility vehicles (defined for the purposes of this rule as private passenger vehicles which are primarily designed and used for non-commercial purposes, such as Jeep Cherokees and Ford Explorers which do not exceed 205 inches in length or 77 inches in height).

- (f) Agricultural vehicles;
- (g) Dune buggies;
- (h) Any trailer or other device transportable by vehicular towing;
- (i) Semis, tractors or tractor trailers;
- (j) Buses;
- (k) Travel trailers;
- (l) Boats and boat trailers with or without boats;
- (m) Vehicles which are not fully mechanically operable or not currently licensed for use;
- (n) Motorcycle delivery wagons;
- (o) Recreational vehicles;
- (p) Mobile homes or mobile houses;
- (q) Truck mounted campers attached or detached from the truck chassis;
- (r) Motor homes or motor houses;
- (s) Motor vehicles not having any bodies whatever, or incomplete buggies;
- (t) Swamp buggies;

(u) Passenger automobiles that have been converted to a different type of vehicle by replacing the original body, or by modifying the exterior and/or interior of the vehicle.

III. On a temporary basis, with specific written Board approval, unit-owner travel trailers, motor homes or campers or those of guests staying in the unit may be parked for no longer than 24 hours at areas designated by the Board of Directors for same. During such parking, the vehicle may not be occupied for sleeping purposes, storage or any other purpose other than loading or unloading or simply parking. Residents parking such vehicles in said designated areas must register the vehicles with the Association prior to being parked on the condominium property. The Association shall specifically designate where the vehicle may be parked in the permitted areas. The unit owner shall be responsible for any damage that may occur to the parking area by any parked vehicle.

While engaged in making deliveries or service calls, trucks and other commercial vehicles may be parked in designated areas for short periods, but not overnight.

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

V. Notwithstanding anything herein to the contrary, but subject to paragraph III, no vehicle or other device shall be permitted to park on condominium property for other than delivery purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.

\* \* \*

ARTICLE VI  
MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

A. Dwelling Units.

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

\* \* \*

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a dwelling unit maintained by the Association;

and all such facilities contained within a dwelling unit that service part or parts of the condominium other than the dwelling unit within which contained, and all shutters on the exterior of the apartment buildings, including but not limited to the Association's authority to approve the purchase and installation of same.

e. All incidental damage caused to a dwelling unit by such work shall be repaired promptly at the expense of the Association.

c. In the absence of negligence by a dwelling unit owner, or an owner's family, tenants, guests, licensees or invitees necessitating such maintenance, repair or replacement, all windows, framing, hardware and operating mechanisms related thereto, as well as the exterior surface of any doors in the exterior walls of the unit.

2. By the dwelling unit owner. The responsibility of the dwelling unit owner shall be as follows:

\* \* \*

e. ~~To maintain, replace and repair all hurricane shutters on the exterior of his dwelling unit, provided, however, that the Association shall have the authority to approve the purchase and initial installation of same.~~

d. All unit owners are strongly encouraged to install hurricane shutters for the protection of their units, the common elements and the other units in the building. The Board of Directors shall adopt and is hereby authorized to adopt hurricane shutter specifications which shall include color, style and other factors deemed relevant by the Board. All specifications adopted by the Board will comply with the applicable Building Code. All unit owner installations of hurricane shutters require prior submission of plans and specifications to the Board of Directors and approval of the Board must be obtained in writing prior to the commencement of installation. All hurricane shutters installed, or whenever installed, shall be the obligation of the unit owner for all aspects of maintenance, repair, replacement and operation. Furthermore, the unit owners installing shutters shall be fully obligated for any maintenance, repair, replacement, removal or re-installation of the shutters necessitated in order for the Association to be able to perform its obligations to maintain, repair and replace other portions of the condominium property. Failure of any unit owner to make arrangements to remove shutters prior to such maintenance, repair or replacement by the Association shall entitle the Association, after reasonable notice to

the unit owner, to remove the shutters and assess the unit owner for the cost of removing and storing or disposing of the shutters, which assessment shall be enforceable in the same manner as the assessments contemplated by Article VI of this Declaration.

- e. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the dwelling unit, wherever same may be located, whether within the dwelling unit or on common element, excepting only those conduits, ducts, plumbing, wiring and other facilities specifically referenced in paragraph 1(b) hereof.
- f. In the absence of negligence on the part of the Association, to maintain, repair and replace all portions of the dwelling unit damaged as a result of work performed by the Association.
- g. All doors, whether interior or exterior, including the framing, hardware and operating mechanisms relating thereto, subject only to the Association's responsibility to maintain the exterior surface of exterior doors.

\* \* \*

B. Common Elements.

- 1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
- 2. Material Alteration and Substantial Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no material alteration nor further substantial improvement of the real property constituting the Common Elements without prior approval, in writing, by the owners of not less than a majority of the Common Elements, except as provided by the By-Laws. Alterations and improvements shall be considered material or substantial if the cost thereof exceeds the limitations imposed by Article VI(B)(4) of the By-Laws of the Association. Alterations and improvements not exceeding limits imposed by the above-referenced section of the Association By-Laws shall be considered minor and shall be subject to paragraph B.3 below.
- 3. Minor Alterations and Improvements. The Association, through its Board of Directors, has the authority to make or allow to be made any minor alterations and improvements to the Common Elements of the Condominium consistent with the Board's responsibility to operate and manage the Condominium property. All requests for changes must be in writing to the Board of Directors.

\* \* \*

ARTICLE VII  
ASSESSMENTS

The making and collection of assessments against dwelling unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses. Each dwelling unit owner shall be liable for an equal share of the common expenses. Each dwelling unit owner shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Provided, however, that if services are made available to dwelling unit owners from a revenue-producing operation, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in the shares that their shares in the common elements bear to each other. Each dwelling unit owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the unit owner. Additionally, a dwelling unit owner is jointly and severally liable with the previous owner for all unpaid assessments, interest, late charges, costs and attorney's fees that came due or accrued up to the time of transfer of title. This liability is without prejudice to the right of any dwelling unit owner to recover from the previous owner the amount paid by the owner. Liability of a first mortgagee or its successors or assigns who acquire title to a dwelling unit by foreclosure or by deed in lieu of foreclosure for unpaid assessments that accrued prior to the mortgagee's acquisition of title is limited to the lesser of the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title for which full payment has not been received by the Association or one percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in its foreclosure action. The provision of this paragraph limiting the liability of first mortgagees shall not apply if the Association's claim of lien was recorded before the recordation of the first mortgage. The provisions of this section for limited liability for first mortgagees shall not apply to any other lienholder of any type whatsoever.

B. Interest; late charges; application of payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10) percent per annum the highest rate permitted by law from the date when due until paid. In addition to interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment which is delinquent and for which payment is late. All payments upon account shall be first applied to interest and then to the assessment payment first due in the manner provided for in the Condominium Act as same may be amended from time to time.

~~C. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.~~

C. Lien for Assessments. The Association shall have a lien for unpaid assessments, together with interest, late charges, costs and attorney's fees, all of which shall be secured by the lien. The lien shall secure such charges as may be due at the time of recordation of the claim of lien, as well as those which accrue up until the time the claim of lien is satisfied or a Certificate of Title is issued in conjunction with the Association's foreclosure of the lien. As to first mortgages of record, the Association's lien is effective from and after the recording of a claim of lien in the Public Records of Palm Beach County, Florida. As to all other interests in a dwelling unit, the Association's lien is effective from and shall relate back to the recording of the original Declaration of Condominium, or to the extent permitted by the Condominium Act.

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the dwelling unit subject to the lien shall be required to pay a reasonable rental for the dwelling unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

~~E. Assessments Pending Foreclosure. Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.~~

\* \* \*

ARTICLE XII  
MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the dwelling units, the transfer of dwelling units by any owner other than the Developer shall be subject to the following provisions as long as the condominiums exist and the apartment buildings are in useful condition, which provisions each dwelling unit owner covenants to observe:

A. Transfers Subject to Approval.

\* \* \*

2. Lease. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by lease without the approval of the Association, except to another unit owner. An owner shall rent or lease his apartment no more than twice in a calendar year. All leases must be for a minimum term of ninety (90) days or more. If an owner leases his apartment, he automatically forfeits all rights and privileges of the common elements and

recreational facilities for the duration of the lease. The Association may condition its approval of any lease on the requirement that the prospective lessee place a security deposit in an amount not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time, into an escrow account maintained by the Association for the purpose of protecting the Association against damages of the common elements or Association property.

\* \* \*

6. Transfer fees. Dwelling Unit owner must pay a fee of ~~£50.00 or such other transfer fee as may be allowed by law~~ up to the maximum amount permitted by the Condominium Act, as same may be amended from time to time, to the Association for its approval of the transfer of a dwelling unit.

\* \* \*

B. Approval by the Association. The approval of the Association that is required for the transfer of ownership of dwelling units shall be obtained in the following manner:

1. Notice to Association.
  - a. Sale. A dwelling unit owner intending to make a bona fide sale of his dwelling unit or any interest in it shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the dwelling unit owner's option may include a demand by the dwelling unit owner that the Association furnish a purchaser of the dwelling unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. The other information required by the Association shall include, but is not limited to, a personal interview with the intended purchaser(s) and all other persons who are the intended occupants of the unit. Where the intended purchaser(s) lives more than one hundred miles from the condominium and does not plan on being in Palm Beach County between the date the application is submitted and the date of intended occupancy, the Board may permit the personal interview to be conducted over a speakerphone.
  - b. Lease. A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of

the proposed lease. The other information required by the Association shall include, but is not limited to, a personal interview with the intended lessee(s) and all other persons who are the intended occupants of the unit. Where the intended lessee(s) lives more than one hundred miles from the condominium and does not plan on being in Palm Beach County between the date the application is submitted and the date of intended occupancy, the Board may permit the personal interview to be conducted over a speakerphone.

\* \* \*

e. Occupancy before approval. Occupancy of dwelling unit by any proposed purchaser, lessee or other transferee prior to approval by the Association will be a violation of this Declaration for which the Association may pursue any available remedy under Article XIII of this Declaration or applicable law. Furthermore, such occupancy prior to approval shall be grounds for disapproval of the proposed transfer, within the discretion of the Board of Directors.

\* \* \*

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a dwelling unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the dwelling unit owner shall so demand, then within thirty (30) days after receipt of such notice and information, if the sale is disapproved because the proposed purchaser fails to qualify for membership or if good cause is shown why the purchaser should not be approved, the Association shall notify the dwelling unit owner by a written notice delivered or mailed that the purchaser is disapproved and the sale shall not be made. Good cause shall be defined as follows:

a. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

b. The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a purchaser taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

c. The person seeking approval has a history of

disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;

- d. The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner.
- e. The person or persons seeking approval facially fail to qualify for membership in the Association; and
- f. The person or persons applying to purchase the unit do not have the financial wherewithal to meet their prospective obligations to the Association. This requirement shall be satisfied so long as the proposed purchaser or purchasers purchase the condominium unit with no more than ninety percent (90%) of the purchase price being financed or being funded through borrowed funds.

If the Association disapproves the sale for any reason other than the failure of the purchaser to qualify for membership, then, within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:

\* \* \*

- 3. Gift, devise or inheritance; other transfers - If the dwelling unit owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the dwelling unit owner of the notice and information required to be furnished, if the transfer is disapproved because the proposed transferee fails to qualify for membership, the Association shall notify the dwelling unit owner by a written notice delivered or mailed that the transferee is disapproved and the sale shall not be made. If the Association disapproves the transfer for any reason other than the failure of the transferee to qualify for membership, then, within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:

\* \* \*

G. Guests. Any person occupying a unit who does not pay rent or some other consideration for the right to occupy the unit shall be deemed a guest. No guest may occupy a unit without advance notice to the Association, including the name or names of the guest or guests, the specific unit they will occupy, the anticipated arrival date, and the anticipated duration of their stay. This notice requirement shall only apply if the guest will occupy the unit in the absence of the unit owner. Guests may visit for an unlimited length of time as long as they are residing in the unit with the unit owner. Members of the unit owner's immediate family (children or grandchildren, parents or grandparents, brothers and sisters, including the spouses of the aforementioned) may occupy a unit for an unlimited length of time regardless of whether the owner is present. All other guests may only occupy the unit in the absence of the unit owner for a maximum of thirty (30) days cumulatively during each calendar year. This limitation shall be applicable to all guest occupancy in the absence of the unit owner, not just any particular guest or guests. Any guest occupying a unit in excess of thirty (30) days during any calendar year, whether or not in the presence of the unit owner, shall be subject to screening in the same manner as a lessee.

ARTICLE XIII  
COMPLIANCE AND DEFAULT

Each dwelling unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other dwelling unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence. A dwelling unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, ~~but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.~~ A dwelling unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a dwelling unit or its appurtenances, or of the common elements, by the dwelling unit owner. The foregoing sentence shall not be construed to impose upon the Association any obligation to make an insurance claim to cover the damages contemplated by this paragraph, the filing of such claims being within the sole discretion of the Board of Directors.

\* \* \*

E. Fines. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, invitee or tenant, to comply with any provision of this Declaration, the By-Laws, Articles of Incorporation or Rules of the Association. No fine may exceed the maximum amount permitted by the Condominium Act as same may be amended from time to time and all fines shall be levied in the manner provided for in the Condominium Act as same may be amended from time to time. The Board of Directors shall have the authority to promulgate rules and regulations establishing the procedure by which fines shall be levied consistent with the provisions of the Condominium Act.

\* \* \*

ARTICLE XIV

AMENDMENTS

Except as elsewhere provided otherwise, the Declaration of Condominium may be amended in the following manner:

\* \* \*

B. A resolution for the adoption of a proposed amendment may be proposed by either 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, such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than a majority of the ~~votes of the membership of the Association~~ members, present and voting in person or by proxy, at a meeting at which a quorum has been obtained.

\* \* \*

AMENDMENTS TO THE  
ARTICLES OF INCORPORATION OF  
TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

ARTICLE III

POWERS

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

\* \* \*

B. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and Declarations of Condominium, and all of the powers and duties reasonably necessary to operate the condominiums pursuant to the Declarations of Condominium and as they may be amended from time to time, including but not limited to the following:

\* \* \*

6. To make and amend reasonable regulations regarding the use of the property of the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than a majority of the ~~votes of the membership of the Association~~ members, present and voting in person or by proxy, at a meeting at which a quorum has been obtained, before such shall become effective.

\* \* \*

ARTICLE V

DIRECTORS

\* \* \*

A. The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of five directors. Directors need ~~not~~ must be members of the Association.

~~B. Notwithstanding any provision hereof to the contrary, the By-Laws shall provide that each and every condominium known as Tequesta Garden Apts. which is to be operated and/or administered by this Association, shall have representation on the Board of Directors of the Association through the election to the Board of Directors of at least one of the apartment owners of each of said several condominiums. If no apartment owner is available as a candidate for director for any one or more of the several condominium units, such condominiums can be represented on the Board in the manner provided in the By Laws. The non-availability of such candidate shall be established as provided in the By Laws. The By-Laws may contain detailed provisions regarding the apportionment of directors.~~

~~C-E.~~ Directors of the Association shall be elected at the....

~~D-C.~~ The first election of directors shall not be held.....

~~E-D.~~ The names and addresses of the members of the first.....

\* \* \*

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

\* \* \*

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors 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, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than 75% of the entire membership of the Board of Directors and by not less than a majority of the votes of the membership of the Association members, present and voting in person or by proxy, at a meeting at which a quorum has been obtained.

\* \* \*

AMENDMENTS TO THE  
BY-LAWS OF  
TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

ARTICLE II  
MEMBERS' MEETINGS

A. The annual members' meeting shall be held at the office of the corporation at ~~7:30 P.M.~~ 2:00 p.m., Eastern Standard Time, on the first Monday in ~~December~~ March of each year, for the purpose of electing directors and transacting any other business authorized

to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

\* \* \*

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a Board of ~~nine (9) Directors, not less than three (3) nor more than ten (10) directors, the exact number to be determined at the time of election. There shall also be three (3) alternate directors annually elected at large who shall serve in the absence of any Board member. The alternate director receiving the highest number of votes shall be designated as the first alternate and shall serve as first available alternate in the absence of a director. Similarly, the alternate director receiving the second highest votes shall serve as the second alternate and the remaining alternate director as the third alternate. If it cannot be determined which of the three alternate directors received the highest number of votes, then the Board of Directors shall determine the order of service of the alternate directors.~~

\* \* \*

B. Election of directors shall be conducted in the following manner:

\* \* \*

~~2. A nominating committee of eight members shall be appointed by the Board of Directors not less than forty days prior to the Annual Members' Meeting. The committee shall nominate one person (if possible) for each condominium unit, and one person for the director at large, for a total of not more than nine (9) candidates.~~

~~Nominations of additional candidates for the nine directorships shall be made at a Special Members' Meeting held not less than thirty days prior to the Annual Meeting. If no nominations are made from the floor and if there is only one candidate for any one condominium unit, no formal election for that condominium unit is required, and the candidate nominated shall be declared a director at the Special Members' Meeting.~~

~~In the absence of an available candidate from any one of the several condominiums, the vacancy created thereby will subsequently be filled by appointment by the newly elected Board of Directors. Such appointment shall be made within 30 days following the installation of the new Board of Directors.~~

2. The Directors shall be elected in the manner provided in the Condominium Act and Florida Administrative Code, as same may be amended from time to time.

3. The election shall be by secret ballot and by a plurality of votes cast, each person voting being entitled to cast his votes for a candidate, if any, representing hi condominium unit, and for a candidate to be elected at large.

~~No dwelling unit owner is eligible to serve as a director for more than three consecutive terms of one year each. Thereafter, one year must elapse before eligibility is restored.~~

4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors for the balance of the unexpired term.

5. Any Director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board so created shall be filled by the remaining directors for the balance of the unexpired term.

\* \* \*

C. The term of each director's service shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. The term of each director's service shall be for three (3) years. Commencing with the election in the year 2000, there will be nine (9) members elected to the Board. The three receiving the highest number of votes will serve for three (3) years, the next three in terms of the number of votes received shall serve for two (2) years, and the three members elected to the Board with the fewest of the votes will serve for one (1) year. Thereafter, all directors shall be elected to a three (3) year term and shall serve their terms and thereafter until such time as a successor is duly elected and qualified. If there is not a contested election in the year 2000, the members elected or appointed to the Board of Directors shall determine among themselves which shall serve three (3) years, two (2) years and one (1) year in order to implement the staggered terms described herein.

\* \* \*

N. Committees. The Board of Directors shall have the authority to appoint such committees as the Board of Directors deems necessary and appropriate to aid in the operation of the Association. Meetings of such committees need not be noticed or open to the membership, with the sole exception of any committee which may be appointed for the purpose of making recommendations to the Board regarding the Association budget or any committee which may be delegated the authority to take final action on behalf of the Board of Directors.

\* \* \*

#### ARTICLE VI

##### FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declarations of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

\* \* \*

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expense.

2. Reserve for deferred maintenance.

3. Reserve for replacement.

4. Betterments, which shall include the funds to be used for capital expenditure for additional improvements or additional personal property that will be a part of the common elements, provided, however, that in the expenditure of this fund no sum in excess of ~~One Thousand Dollars (\$1,000.00)~~ one percent (1%) of the Association's total annual budget for expenses shall be expended for a single item or for a single purpose without approval of the members of the Association.

\* \* \*

6. Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by dwelling unit owners entitled to cast not less than a majority of the votes ~~of the membership of the Association members, present and voting in person or by proxy, at a meeting at which a quorum has been obtained.~~

\* \* \*

~~E. Assessments for emergencies~~ Special assessments. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made by the Board of Directors after such notice as is required by the Condominium Act, as same may be amended from time to time, after notice of the need for such expenditures is given to the dwelling unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one half of the votes of the dwelling unit owners concerned, the assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

\* \* \*

#### ARTICLE VIII

#### AMENDMENTS

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

\* \* \*

B. A resolution adopting a proposed amendment may be proposed by either 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, such approvals must be by not less than 75% of the membership of the Board of Directors and not less than a majority of the votes ~~of the membership of the Association members, present and voting in person or by proxy, at a meeting at which a quorum has been obtained.~~

\* \* \* \* \*

WITNESS my signature hereto this 12<sup>th</sup> day of May, 1999, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

Jeannette Gould  
Witness

Jeannette Gould  
~~Jeannette~~

(PRINT NAME)

By: Nancy K. Hirst

Nancy K. Hirst

President

Vincent Buffalini  
Witness

Vincent Buffalini

(PRINT NAME)

Attest: Juanita J. Sweet  
Secretary

Juanita J. Sweet



STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12 day of May, 1999, by Nancy K. Hirst and Jeannette Gould as President and Secretary, respectively, of Tequesta Garden Condominium Association, Inc., a Florida ~~not-for-profit~~ corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

Juanita J. Sweet (Signature)

JUANITA J. SWEET (Print Name)

Notary Public, State of Florida at Large

147079\_1

Juanita J. Sweet  
My Commission CC625928  
Expires October 20, 2001

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQUIRE**  
Becker & Poliakoff, P.A.  
500 Australian Avenue South  
9th Floor  
West Palm Beach, FL 33401  
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATIONS OF CONDOMINIUM FOR  
TEQUESTA GARDEN CONDOMINIUM NOS. 1 THROUGH 8**

WHEREAS, the **Declarations of Condominium** for **Tequesta Garden Condominiums** have been duly recorded in the Public Records of Palm Beach County, Florida, as follows:

<u>CONDOMINIUM NO.</u>	<u>OFFICIAL RECORD BOOK</u>	<u>PAGE</u>
Condominium No. 1	1699	242
Condominium No. 2	1747	195
Condominium No. 3	1785	1
Condominium No. 4	1812	1462
Condominium No. 5	1848	1665
Condominium No. 6	1891	262
Condominium No. 7	1937	8
Condominium No. 8	1932	1538

and

WHEREAS, at a duly called and noticed meeting of the membership of **Tequesta Garden Condominium Association, Inc.**, a Florida not-for-profit corporation, held on **April 26, 2001**, the aforementioned Declarations of Condominium were amended pursuant to the provisions of said Declarations.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declarations of Condominium are true and correct copies of the amendments as amended by the membership:

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
TEQUESTA GARDEN CONDOMINIUM NO. \_\_\_\_\_**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

**ARTICLE XI**

**USE RESTRICTIONS**

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building or buildings in useful condition exist upon the land.

A. Dwelling Units. Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to

the Developer, no dwelling unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the dwelling units being affected. In order to preserve the single family status of the community, no unit owner may own, directly or indirectly, individually or jointly with others, in his own name or through any entity of any kind, more than two (2) units, total, in the Tequesta Gardens community, which includes all of the condominiums operated by the Association. Any unit owners owning more than two units as of the effective date of this amendment shall be grandfathered in as to the units they own but may not acquire any additional units if the result would be an additional violation of this restriction. Any dwelling unit owner who owns more than one (1) unit may only lease one of his or her dwelling units at any time.

\*\*\*

H. Lease. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by lease without the approval of the Association, except to another unit owner. An owner shall rent or lease his apartment no more than twice in a calendar year. If an owner leases his apartment, he automatically forfeits all rights and privileges of the common elements and recreational facilities for the duration of the lease. No unit may be leased more frequently than twice in a twelve (12) month period.

\* \* \* \* \*

WITNESS my signature hereto this 21 day of May, 2001, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

Gertrude Caruso  
Witness

GERTRUDE CARUSO  
(PRINT NAME)

By: Frank Bozyczko  
President

Robert L. Soans  
Witness

ROBERT L. SOANS  
(PRINT NAME)

Attest: Juanita J. Sweet  
Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 21 day of MAY, 2001, by FRANK BOZYCZKO and JUANITA J. SWEET, as PRESIDENT and SECRETARY, respectively, of Tequesta Garden Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

Katherine L. Onorato (Signature)

KATHERINE L. ONORATO (Print Name)  
Notary Public, State of Florida at Large



Katherine L. Onorato  
Commission # DD 004469  
Expires April 13, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.