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 Palm Beach County, Florida
 Dorothy H Wilken, Clerk of Court

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 (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	81
Condominium No. 8	1982	1538

and

WHEREAS, the Articles of Incorporation and By-Laws for **Tequesta Garden Condominium Association, Inc.** are attached as Exhibits 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 **June 9, 2004**, the aforementioned Declarations of Condominium, Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declarations of Condominium, Articles of Incorporation and By-Laws.

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

**AMENDMENTS TO THE
 DECLARATION OF CONDOMINIUM OF
 TEQUESTA GARDEN**

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

ARTICLE

PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, 1967, as amended, hereinafter called the Condominium Act.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 7-1.03 Florida Statutes, 1967 and as amended) and as follows, unless the context otherwise requires: The following terms, when used in this Declaration and its exhibits, and as it and they may be hereafter amended, shall have the respective meanings ascribed to them in this Section:

A. "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date of recordation hereof, except where otherwise provided to the contrary.

B. "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

C. "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

D. "Association" or "Condominium Association" means TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.

E. "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

F. "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.

G. "Building" means the structure or structures situated on the Condominium Property in which the Units are located.

H. "By-Laws" mean the Amended and Restated By-Laws of the Association, as they are amended from time to time.

I. "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners appointed by the Board or the President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of the Board.

J. "Common Elements" means and includes the portions of the Condominium Property which are not included in the Units or Association Property, as defined herein.

K. "Common Expenses" means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Condominium Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common expenses also include all reserves required by the Act or otherwise established by the Board, reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications, security services, and pest control services to the Units and

Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium. The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall also be a common expense, but shall be allocated on a per unit basis, and shall not include any other separate obligations of individual Unit Owners.

L. "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.

M. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

N. "Condominium Property" means the lands, leaseholds, improvements and other personal property submitted to Condominium ownership by this Declaration, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

O. "County" means the County of Palm Beach, State of Florida.

P. "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

Q. "Developer" means Resort Properties, Inc., a Florida corporation.

R. "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.

S. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon Units.

T. "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings; and (b) court costs through and including all trial and appellate levels and postjudgment proceedings.

U. "Member" means an Owner who, or which, is a member of the Association.

V. "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

W. "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Unit.

~~X. "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and By-Laws shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.~~

~~A. Dwelling Unit means unit as defined by the Condominium Act and the terms "dwelling unit" and "apartment" shall be used interchangeably in this Declaration and shall have the same meaning.~~

~~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).~~

~~C. Association means TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., as lawfully amended from time to time, and its successors.~~

~~D. Common Elements shall include the tangible, personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as items stated in the Condominium Act.~~

~~E. Common expenses include:~~

- ~~1. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and the portions of apartments to be maintained by the Association.~~
- ~~2. Expenses declared common expenses by provisions of this Declaration or of the By-Laws.~~
- ~~3. Any valid charge against the condominium property as a whole.~~

~~F. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.~~

~~G. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.~~

~~H. Utility services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include, but not be limited to, electric power, in common areas, water, and garbage and sewage disposal.~~

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~~ARTICLE IV~~

~~AMENDMENT OF PLANS~~

~~A. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of dwelling units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, dwelling unit owners, and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one dwelling unit is concerned, the Developer shall~~

~~apportion between the units the shares in the common elements appurtenant to the units concerned.~~

~~B. Amendment of Declaration.—An amendment of this Declaration reflecting such authorized alteration of dwelling unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, dwelling unit owners or lienors or mortgagees of dwelling units or of the condominium, whether or not elsewhere required for an amendment.~~

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ARTICLE V

THE DWELLING UNITS

The dwelling units of the condominium are described more particularly, and the rights and obligations of their owners are established, as follows:

C. Appurtenances to Dwelling Units. The owner of each dwelling unit shall own a share and a certain interest in the condominium property, which share and interest are appurtenant to his dwelling unit, including but not limited to the following items which are appurtenant to the several dwelling units as indicated:

~~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 carriers 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.~~

~~3.2. Association membership. The membership of each dwelling unit owner in the Association and the interest of each dwelling unit owner in the fund and assets held by the Association.~~

~~D. Liability for common expense. Each dwelling unit owner shall be liable for an equal share of the common elements expenses.~~

~~E. Recreational Facilities. The Association has entered into a lease of certain recreational facilities with the First Marine Bank and Trust Company of Riviera Beach, Riviera Beach, Florida, as Trustee. A copy of said lease is attached hereto as Exhibit B. The lease is currently held in the name of Bank of America, N.A., as Successor Trustee for the Schlusemeyer Tecuesta Gardens Irrevocable Trust U/A dated January 27, 1969.~~

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 electrical lines serving the units running from a common distribution venue up to, but not including, the circuit breaker boxes located within the units; and all plumbing lines running from a common distribution pipe up to, but not including, the main shut-off valves located within the units, and all plumbing lines serving the units.

wherever situated, to the extent embedded in the concrete floor slab.

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

- b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association. The Unit Owner shall maintain, repair and replace, at his or her own expense, any portions of the air-conditioning and heating systems servicing his or her Unit, including, but not limited to, filters, the compressor, condenser, motor, fan and related parts, without regard to whether such items are located within the boundaries of the Units.

- 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. The main shut-off valve located within the unit boundary and all plumbing lines running from the main shut off valve which are within or otherwise serve only the unit, as well as any drain lines up to the point at which the drain line connects with a common line (except as otherwise provided in Section A(1)(b) of this Article VI), and the main circuit breaker box and all electrical lines running from the main circuit breaker box which are within or otherwise serve only the unit.

- h. The Unit Owners shall maintain, repair, and replace at their expense all fans, stoves, hot water heaters, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit.

- i. All maintenance, repair or replacement for which the Units Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

3. Alteration and Improvement. Except as elsewhere reserved to Developer, neither a dwelling unit owner nor the Association shall make any alteration in the portions of a dwelling unit or of an apartment building that are to be maintained by the Association, or

~~remove any portion of such or make any additions to them, or do anything that would jeopardize the safety or soundness of an apartment building, or impair any easement, without first obtaining approval in writing of owners of all dwelling units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, Limited Common Elements or Association Property. No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit which is structural in nature, or which impacts the Common Elements or Association Property in any way, including, but not limited to, any work which involves piercing the unit boundary or which requires the issuance of a permit from a governmental or regulatory authority or agency without the prior written consent of the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph A(2)(i) of this Article VI and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.~~

B. Common Elements.

- ~~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.~~
2. Additions, Alterations or Improvements to Common Elements or Association Property by the Association. No portion of the Common Elements and Association Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a common expense in excess of one (1%) percent of the annual budget then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement, or in excess of five (5%) percent of the annual budget then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a fiscal year, unless such additions, alterations or improvements have been approved by not less than a majority of the votes of the participating membership of the Association present, in person or by proxy, at a meeting called for that purpose at which a quorum is established or voting by written agreement where at least a quorum of the membership participates. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, costing less than the one (1%) percent or five (5%) percent thresholds described above, may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners accordingly. Under no circumstances may an alteration or addition to the Common Elements of a particular condominium be approved solely by a vote of the owners of units in that particular condominium.

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, 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 or 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 provisions 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. The liability for Assessments may not be avoided by waiver of the use or enjoyment of the Common Elements or Association Property or by the abandonment of the unit for which Assessments are made or otherwise.

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 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~~ the maximum amount permitted by the Condominium Act, as same may be amended from time to time. All payments upon account shall be in the manner provided for in the Condominium Act as same may be amended from time to time.

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 or which may be levied and come due 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 mortgagees 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. The Association may bring an action in its name to foreclose its lien in the same manner as a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable

attorneys' fees incurred in either a lien foreclosure action or in an action to recover a money judgment for unpaid assessments.

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.

D. Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit or rents the Unit, the rents are hereby deemed assigned to the Association upon default by the Unit Owner in the timely payment of assessments and the Association may collect rental from the tenant if the Unit is rented, or from the Unit Owner if the Unit Owner remains in possession after an action for foreclosure is filed, and may request the Court in its discretion to require the tenant or the Unit Owner to pay such rental for the Unit into the Court Registry or the Association is entitled to the appointment of a receiver to collect such rental.

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

F. Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.

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

ARTICLE VIII

ASSOCIATION

The operation of the condominium shall be by TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC, a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

G. Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (1) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association

Property, or to a Unit or Units. Unit Owners shall be required to provide the Association with a key for access to the Unit for the foregoing purposes or to notify the Association, in writing, with the name and telephone number of an individual who can be reached within Palm Beach County who has a key to the Unit and can provide access to the Unit on an emergency basis. If the person so designated by the owner is unavailable or unresponsive within a reasonable time or if the Owner fails to designate such a person in writing, the Association shall not be liable for any damaged caused to the Unit or to the Unit Owner's property as a result of the Association gaining access to the Unit or any delay in gaining such access.

- (2) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Association Property.
- (3) The power to acquire or convey title to real property (excluding Units in the Condominium) and to mortgage real property upon the approval of seventy-five percent (75%) of all the voting interests of the Association either at a meeting or by written agreement.
- (4) The power to purchase Units in the Condominium and to hold, lease, mortgage or sell a Unit so acquired, subject to the limitations thereon in the Articles of Incorporation on the manner in which Units may be acquired.
- (5) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (6) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (7) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.
- (8) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (9) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, subject to the limitation on mortgaging Association real property set forth in Paragraph G(3) of this Article VIII.

- (10) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.
- (11) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.
- (12) All of the powers which a corporation not for profit in the State of Florida may exercise.

H. In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

ARTICLE IX

INSURANCE

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling unit owners shall be governed by the following provisions:

A. Authority to purchase; named insured. All insurance policies shall be placed in a single company, if possible, upon the condominium property and shall be purchased by the Association. The name insured shall be the Association individually and as agent for the dwelling unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of dwelling unit owners. Such policies shall provide that payments by the insurer for loss shall be made to the Insurance Trustee for the benefit of the beneficial dwelling unit owners, and all policies and their endorsement shall be deposited with the Insurance Trustee, and with the mortgagee if required by the mortgage. The dwelling unit owners may shall obtain coverage at their own expense upon their personal property and for their personal liability and living expense and for all real and personal property located within the boundaries of the unit which is excluded from the coverage to be provided by the Association as set forth in subparagraph B below, which policies shall provide that the coverage afforded thereunder is excess over the amount recoverable under any other policy covering the same property and which shall be without rights of subrogation against the Association.

B. Coverage.

- 1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. The coverage provided by the Association hereunder shall exclude all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the

foregoing which are located within the boundaries of a unit and serve only one unit, and all air conditioning compressors that service only an individual unit, whether or not located within the unit. Such coverage shall afford protection against:

- a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

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, n~~ 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. As used herein, the term "family" shall be deemed to include the unit owner, the unit owner's spouse, children, parents, grandchildren or up to one (1) other natural person related to the unit owner by blood or living with the unit owner as a single housekeeping unit (excluding employees or service providers). 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.

~~E. Minors under 16. Adult Community Housing For Older Persons.~~ 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)~~ eighteen (18) 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 aforesaid 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. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-five (55) unless the unit is also occupied by at least one person fifty-five (55) years of age or older. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the unit out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the unit without at least one occupant over the age of fifty-five (55). The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing that they intend to hold the unit out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the unit with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-five (55) will be permitted are the surviving spouse of a deceased member or the domestic partner of a deceased member who resided with the member in the unit where the deceased member was over fifty-five (55) years of age, but the surviving spouse or domestic partner is between eighteen (18) years of age and fifty-five (55) years of age, and the surviving children of a deceased member where the deceased member was over fifty-five (55) years of age, but the surviving children are between eighteen (18) years of age and fifty-five (55) years of age. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at at least eighty (80%) percent as provided below or as required by applicable law.~~

~~The Board of Governors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that at least eighty (80%) percent of the occupied units in the condominium operated by the Association are occupied by at least one person fifty-five (55) years of age or older. The Board of Governors shall take all reasonable steps to insure that the condominium's status as housing for older persons is preserved and protected. The Board shall also conduct a census to verify the age of the occupants of all occupied apartments and shall obtain reliable documentation of age, such as a driver's license, birth certificate, passport, immigration card, military identification, other state, local, national or international official documents containing a birth date of comparable reliability or a certification in a lease, application, affidavit or other document asserting that at least one person in the apartment is fifty-five (55) years of age or older. The Board shall conduct such a census after the enactment of this amendment and shall update the census at least once every two years thereafter or as often as required by applicable law.~~

~~F. Pets. No dog or cat pet or other animal of any kind may be introduced into any dwelling unit or brought or kept on any part of the common element Condominium Property by an owner, tenant or guest at any time for any reason.~~

~~***~~

~~H. Leasing. After approval by the Association elsewhere required, entire dwelling units may be rented, provided the occupancy is only by the lessee and his family, servants and guests. No rooms may be rented and no transient tenants may be accommodated. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, as provided in Article XII hereof, which approval shall not be unreasonably withheld, provided, however, that a Unit Owner shall be prohibited from leasing his Unit more than twice in a twelve (12) month period, which twelve (12) month period shall be measured from the commencement of the lease prior to the most recent prior lease of the Unit, nor may a Unit be leased for a term of less than four months nor more than twelve (12) months nor during the first twelve (12) months of ownership, measured from the date of recordation of the most recent deed conveying any interest in the Unit. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and~~

standing to evict any tenant of a Unit Owner who is in breach or violation of this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the lessee shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the lessee waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited.

~~J. Provide. 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. _____.~~

J. **Vehicle Restrictions.** The following restrictions 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, unit owner travel trailers, motor homes or campers or those of guests staying in the unit may be parked for no longer than forty-eight (48) hours at areas designated by the Board of Directors for same. No such vehicle may be parked on the condominium property without prior written notice to the Association, which must be received prior to the arrival of the vehicle. 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 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 condominium exists and the apartment buildings are in useful condition, which provisions each dwelling unit owner covenants to observe:

- A. Transfer 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.

- B. Approval by 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 at the Condominium Property. ~~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 at the Condominium Property. ~~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.~~

* * *

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 may be disapproved because the proposed purchaser fails to qualify ~~for membership or if for good cause, is shown why the purchaser should not be approved,~~ and 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 theft, violence to persons or property, or a felony demonstrating dishonesty or moral turpitude or involving the possession or sale of illegal substances or other contraband;

* * *

- e. ~~The person or persons seeking approval~~ facially fail to qualify for membership in the Association. The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration; and

- f. ~~The person or persons applying to purchase the unit intend to purchase the unit without paying at least ten percent (10%) of the purchase price in cash, excluding closing costs. 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 failure of the purchaser to qualify for membership for good cause, as defined above, then, within thirty (30) days after receipt of such notice and information, the Association shall deliver or 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:~~

* * *

ARTICLE XIV
AMENDMENTS

~~Except as elsewhere provided otherwise, this 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 participating members of the Association, present and voting in person or by proxy, at a meeting at which a quorum of the entire membership of the Association has been obtained or by written agreement, provided a quorum of the entire membership of the Association participates.~~

* * *

ARTICLE XVI
RIGHTS OF MORTGAGEE

~~A. So long as Community Federal Savings and Loan Association of Riviera Beach, Riviera Beach, Florida, is the owner or holder of a mortgage encumbering a~~

~~dwelling unit in TEQUESTA GARDEN CONDOMINIUM NO. 6 the Association shall furnish Community Federal Savings and Loan Association of Riviera Beach with at least one copy of the annual financial statement and report of the Association, audited and prepared satisfactorily to the Community Federal Savings and Loan Association of Riviera Beach, setting forth such details as said Community Federal Savings and Loan Association of Riviera Beach may reasonably require, including a detailed statement of annual carrying charge or income collected and operation expenses, such financial statement and report to be furnished within sixty (60) days following the end of the fiscal year.~~

~~B. So long as Community Federal Savings and Loan Association of Riviera Beach is the owner and holder of a mortgage encumbering a private dwelling unit in TEQUESTA GARDEN CONDOMINIUM NO. 6 and has filed notice of such fact with the Association, the Association shall thereafter give Community Federal Savings and Loan Association of Riviera Beach written notice of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Association, and shall further give Community Federal Savings and Loan Association of Riviera Beach notice of default by any member owning any dwelling unit encumbered by a mortgage held by Community Federal Savings and Loan Association of Riviera Beach, all such notices hereunder to be sent to the principal office of the said Community Federal Savings and Loan Association of Riviera Beach, in Riviera Beach, Florida, in the same manner and simultaneously with the giving of required notice to any owner or owners.~~

~~C. It is understood by each dwelling unit owner that if a dwelling unit owner desires to mortgage or in any way finance his dwelling unit, said dwelling unit owner agrees to and does grant a right of first refusal to Community Federal Savings and Loan Association of Riviera Beach to finance said dwelling unit at the current rate of interest. The rights herein conferred upon said Community Federal Savings and Loan Association of Riviera Beach, as mortgagee, shall cease at such time as it appears from the Public Records of Palm Beach County, Florida, that the Community Federal Savings and Loan Association of Riviera Beach has no further interest in the property through mortgages held by it.~~

ARTICLE XVII ~~XVI~~

SEVERABILITY AND CONCLUSION

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, Articles of Incorporation, By-Laws or Regulations of the Association shall not affect the validity of the remaining portions.

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

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

ARTICLE II

PURPOSE

A. The Purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 714 718, Florida

Statutes, 1967, for the operation of several condominiums known and to be known collectively as TEQUESTA GARDEN APTS., which condominiums are to be located in the Village of Tequesta, Palm Beach County, Florida.

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:

1. To make and collect regular and special assessments against Dwelling Unit owners to defray the costs, expenses and losses of the condominiums.

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 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 nine (9) Directors, ~~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 must be members of the Association.

C. ~~The first election of directors shall not be held until after the Developer has closed the sales of all of the apartments of the condominiums, or until Developer elects to terminate its control of the condominiums, or until four years from the date of recording of the Declarations of Condominium in the Public Records of Palm Beach County, Florida, whichever occurs first. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.~~

D. ~~The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:~~

WILLIAM E. SCHLUSEMEYER 295 River Drive, Tequesta, Fla.
 ADELE R. SCHLUSEMEYER 295 River Drive, Tequesta, Fla.
 HELEN M. MEHIGAN 1501 Treemont Ave., Jupiter, Fla.
 LUCYLLLE H. DAVENPORT 716 N.E. 17th Way, Ft. Lauderdale, Fla.
 GEORGE W. REED 267 River Drive, Tequesta, Fla.

ARTICLE VI
 OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. ~~The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:~~

President	WILLIAM E. SCHLUSEMEYER	295 River Drive Tequesta, Florida
Vice President	HELEN M. MEHIGAN	1501 Treemont Avenue Jupiter, Florida
Secretary/Treasurer	ADELE R. SCHLUSEMEYER	295 River Drive Tequesta, Florida

ARTICLE VIII
 BY-LAWS

~~The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.~~

[INTENTIONALLY LEFT BLANK]

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 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 I

IDENTITY

These are the By-Laws of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 31st day of December, 1968. The Association has been organized for the purpose of administering several condominiums pursuant to Chapter 714 718, Florida Statutes, 1967, called the Condominium Act in these By-Laws, which condominiums will be known collectively as TEQUESTA GARDEN APTS. and will be located in the Village of Tequesta, Palm Beach County, Florida.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at the office of the corporation at ~~2:00 P.M., Eastern Standard Time, on the first Monday in~~ during the month of March of each year, at a date and time specified by the Board of Directors, 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.~~

C. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be sent by hand delivery, electronic transmission or mailed not less than ten (10) fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. The Board may adopt a rule to provide that, in lieu of posting notice of a members' meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. All notices shall be mailed, hand delivered or sent by electronic transmission to the address last furnished to the Association by the Unit Owner as it appears on the books of the Association to each Unit Owner. Notice of specific meetings may be waived in writing before or after the meeting.

E. Voting.

2. ~~If a dwelling unit is owned by one person, his right to vote shall be established by the record title to his dwelling unit. If a dwelling unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the dwelling unit shall be designated by a certificate signed by all of the record owners of the dwelling unit and filed with the Secretary of the Association. If a dwelling unit is owned by a corporation, the person entitled to cast the vote for the dwelling unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the dwelling unit concerned. A certificate designating the person entitled to cast a vote of a dwelling unit may be revoked by any owner of a dwelling unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose. If a Unit is owned by one or more persons, their right to vote shall be established by the record title to the Unit and any one of them may cast the vote for the Unit. If a Unit is owned by a trust or, to the extent permitted by the Declaration, another entity, it shall designate the representative, officer, employee or agent entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by its authorized representative. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by a trust or other permitted entity, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.~~

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary at or before the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

G. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present either in person or by proxy may adjourn the meeting from time to time until a quorum is present. If any agenda item at a meeting of the members cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting may be adjourned from time to time until the requisite vote is achieved.

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 condominiums, or until four years from the date of recording of the Declarations of Condominium in the Public Records of Palm Beach County, Florida, or until the Developer elects to terminate its control of the condominiums, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.~~

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a Board of nine (9) Directors. All Directors must be members of the Association.

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

~~1. Election of directors shall be held at the annual members' meeting.~~

~~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 his condominium unit, and for a candidate to be elected at large.~~

~~4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors 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 of Directors so created shall be filled by the remaining directors for the balance of the unexpired term.~~

~~6. Provided, however, that until the Developer of the TEQUESTA GARDEN APTS. has completed all of the contemplated improvements and closed the sales of all of the dwelling units of the Condominium, or until four years from the date of the recording of the Declarations of Condominium for TEQUESTA GARDEN APTS. in the Public Records of Palm Beach County, Florida, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.~~

1. Election of directors shall be held at the annual Members' meeting.

2. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited. There shall be no quorum requirement; provided, however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election.

3. Written notice of the scheduled election shall be mailed, hand delivered or electronically transmitted to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

4. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

5. Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in paragraph F below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than 35 days before the election. The Association is not liable for the contents of the information sheets prepared by the candidates. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

6. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Unit and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

7. The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Florida Condominium Act.

8. Any envelopes containing ballots not prevalidated as provided in subsection 9 below shall be collected by the Association and shall be transported to the location of the election. An impartial committee of persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 6 hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 9 below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The

voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association for such time period as may be required by the Act. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

9. The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021(10), Florida Administrative Code.

10. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage eligible and qualified persons to become candidates for the Board.

11. The provisions of Paragraphs 2 through 10 of this Article III(B) are in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021, Florida Administrative Code. In the event such Statute or Code is repealed, the Board shall determine the procedure for elections of directors. In the event said Statute or Code is amended, these By-laws shall be deemed automatically amended to comply with any such changes.

12. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

13. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

14. Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a director shall be further governed by the applicable provisions of the Act and the Florida Administrative Code, as same may be amended from time to time.

C. The term of each director's service shall be for three (3) years, which shall be staggered so that there are three (3) seats on the Board up for election each year, with each seat being up for election for a three (3) year term. Directors shall be limited to one (1) three (3) year term. Accordingly, any Director elected or appointed to a three (3) year term or a portion thereof, whether or not he or she serves the entire term, shall be

ineligible to run for the Board for a period of at least one (1) year from the expiration of the term, whether the term expires after three (3) years or whether the term expires because of removal, resignation or any other reason. 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.

* * *

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, facsimile, electronic mail or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board and only those committee meetings which committees have the authority to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously at the Condominium forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a regular Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall contain a statement that assessments will be considered and the nature of any such assessments. The right of a Member to attend regular Board meetings includes the right to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

F. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the directors may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of three (3) of the directors. Notice of the meeting shall be given personally

or by mail, telephone, facsimile, electronic mail or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at each Condominium forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any special meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a special Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The right of a Member to attend special Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section E hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

~~J. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.~~

~~K J.~~ The presiding officer at directors' meetings shall be the chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officers, the directors present shall designate one of their number to preside.

~~L K.~~ The order of business at directors' meetings shall be as follows:

1. Calling the roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

~~M L.~~ Directors' fees, if any, shall be determined by the members. Directors shall not be entitled to compensation for their services. No director, officer or manager required to be licensed under Florida Statutes Section 486.432 shall solicit, offer to accept, or accept any thing or service of a value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Florida Statutes Section 718.501(1)(d).

~~N M.~~ 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:

A. ~~Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:~~

~~1. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.~~

~~2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.~~

~~3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.~~

~~4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, provided, however, that in the expenditure of this fund no sum in excess of 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.~~

~~5. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against dwelling unit owners, which assessments may be made in advance in order to provide a working fund.~~

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 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.

5. ~~Operations, the amount of which may be to provide a working fund or to meet losses.~~

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 members, present and voting in person or by proxy, at a meeting at which a quorum has been obtained.~~

7. ~~Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.~~

~~C. Assessments. Assessments against the dwelling unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in four equal installments on the first days of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required by these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.~~

A. Determination of Assessments.

1. Consolidated Financial Operations. The Association is a multi-Condominium Association, operating eight (8) separate condominiums. Pursuant to Section 718.111(6), Florida Statutes, the Association shall operate such condominiums as a single condominium for the purposes of financial matters, including budgets, assessments, accounting, bookkeeping and similar matters.

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

3. Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board (or Unit Owners as provided in subsection 4 of this Article VI(A)) shall be open to all Unit Owners. At least fourteen (14)

days prior to such a meeting, the Board shall mail, hand deliver or electronically transmit to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

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

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

5. The proposed annual budgets of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes. In addition to annual operating expenses and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds the amount set forth in the Condominium Act, as same may be amended from time to time. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The foregoing reserve account requirements shall not apply to an adopted budget in which the Members of the Association have determined by a majority vote of those present, in person or by proxy, at a duly called meeting of the Association at which a quorum is established, to provide no reserves or less reserves than those described in this subparagraph.

6. When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Unit Owner a statement of Assessment specifying the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

B. Application of Payments and Commingling of Funds. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a

commingled account shall not, at any time, be less than the amount identified as reserve funds.

~~D. Acceleration of assessment installments upon default.—If a dwelling unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessments upon notice to the dwelling unit owner and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the dwelling unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.~~

~~E. Special assessments.—Assessments for common expenses 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.~~

~~F. C. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan association as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.~~

~~G. Audit.—At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association.~~

~~D. Financial Statements. The Board shall cause to be prepared financial statements either compiled, reviewed or audited, financial statement or a report of cash receipts and expenditures in lieu of financial statements, in accordance with the Condominium Act, as amended from time to time.~~

~~H. E. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association. The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by the Condominium Act, as same may be amended from time to time.~~

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 members, present and voting in person or by proxy, at a meeting at which a quorum has been obtained.

* * * * *

WITNESS my signature hereto this 13th day of SEPTEMBER, 2004, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

Ralph P. Johnson
Witness

By: *Edward M. Chermak*
President

RALPH P. JOHNSON
(PRINT NAME)

Vincent Onorato
Witness

Attest: *Juanita J. Sweet*
Secretary

VINCENT ONORATO
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2004, by EDWARD M. CHERMAK 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
Commission # DD 084409
Expires April 13, 2005
Bonded Third
Atlantic Bonding Co., Inc.

Katherine L. Onorato (Signature)

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

256743_2



CFN 20090042263
 OR BK 23069 PG 0629
 RECORDED 02/06/2009 14:59:38
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0629 - 631; (3pgs)

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
 Becker & Poliakoff, P.A.
 625 North Flagler Drive, 7th Floor
 West Palm Beach, FL 33401
 (W-C112)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATIONS OF CONDOMINIUM FOR
 TEQUESTA GARDEN CONDOMINIUM NOS. 1 THROUGH 8
 AND THE BY-LAWS FOR
 TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.**

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	81
Condominium No. 8	1982	1538

and

WHEREAS, the By-Laws for **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 **January 22, 2009**, the aforementioned Declarations of Condominium and By-Laws were amended pursuant to the provisions of said Declarations of Condominium and By-Laws.

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

**AMENDMENTS TO THE
 DECLARATIONS OF CONDOMINIUM OF
 TEQUESTA GARDEN**

(Additions shown by "underlining",
 deletions shown by "~~strikeout~~",
 unaffected text indicated by "...")

ARTICLE XI

USE RESTRICTIONS

H. Leasing. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, as provided in Article XII

hereof, which approval shall not be unreasonably withheld, provided, however, that a Unit Owner shall be prohibited from leasing his Unit more than twice in a twelve (12) month period, which twelve (12) month period shall be measured from the commencement of the lease prior to the most recent prior lease of the Unit, nor may a Unit be leased for a term of less than ~~four~~ three (3) months nor more than twelve (12) months nor during the first ~~twelve (12)~~ six (6) months of ownership, measured from the date of recordation of the most recent deed conveying any interest in the Unit. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any tenant of a Unit Owner who is in breach or violation of this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the lessee shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the lessee waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited.

K. Limitations on Ownership. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind except for trustees of trusts or corporations where all of the stock is owned by the members of a single family, as defined above, where such trust or corporation was formed for the purpose of estate or financial planning. This provision is not applicable to the acquisition of Units by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases.***

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

(Additions shown by "underlining",
deletions shown by "strikeout",
unaffected text indicated by "...")

ARTICLE III

DIRECTORS

C. The term of each director's service shall be for ~~three (3)~~ two (2) years, which shall be staggered so that there are four (4) seats available on the Board during even numbered years and five (5) seats available on the Board during odd numbered years. At the annual meeting in 2009, three (3) seats on the Board shall be vacant and up for election. There will be three (3) seats on the Board with two (2) years remaining on the term and three (3) seats on the Board with one (1) year remaining on the term. To

implement the two (2) year staggered terms, at the annual meeting in 2009, the two (2) persons elected to the Board with the most votes will serve a two (2) year term and the person elected to the Board with the least votes will serve a one (1) year term. Thereafter, at all subsequent elections, the persons elected to the Board will be elected for a two (2) year term. If there is not a contested election at the annual meeting in 2009, the Board members will decide which of the two (2) persons seated on the Board in 2009 will serve a two (2) year term and which one will serve a one (1) year term. which shall be staggered so that there are three (3) seats on the Board up for election each year, with each seat being up for election for a three (3) year term. Directors shall be limited to one (1) three (3) year term. Accordingly, any Director elected or appointed to a three (3) year term or a portion thereof, whether or not he or she serves the entire term, shall be ineligible to run for the Board for a period of at least one (1) year from the expiration of the term, whether the term expires after three (3) years or whether the term expires because of removal, resignation or any other reason. 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.

* * * * *

WITNESS my signature hereto this 3rd day of February, 2009, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

Albert J. Aceto
Witness

By: x Edward M. Chermack
President

ALBERT J ACETO
(PRINT NAME)

James H. Folz
Witness

Attest: Juanita J. Sweet
Secretary

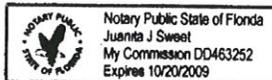
James H. Folz
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 3rd day of February, 2009, by James H. Folz and Albert Aceto, as _____ and _____, 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

WPB_DB: 1145107_1





CFN 20190021172

OR BK 30371 PG 0623

RECORDED 01/18/2019 15:25:20

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 0623 - 625; (3pgs)

This instrument was prepared by
KENNETH S. DIREKTOR, ESQUIRE
Becker & Poliakoff, P.A.
625 North Flagler Drive, 7th 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	81
Condominium No. 8	1982	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 **October 31, 2018**, the aforementioned Declarations of Condominium were amended pursuant to the provisions of said Declarations of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declarations of Condominium is a true and correct copy of the amendment as amended by the membership:

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

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

unaffected text indicated by "...")

ARTICLE XI

USE RESTRICTIONS

H. Leasing. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, as provided in Article XII hereof, which approval shall not be unreasonably withheld, provided, however, that a Unit Owner shall be prohibited from leasing his Unit more than twice in a twelve (12) month period, which twelve (12) month period shall be measured from the commencement of the lease prior to the most recent prior lease of the Unit, nor may a Unit be leased for a term of less than three (3) months nor more than twelve (12) months nor during the first six (6) months of ownership, measured from the date of recordation of the most recent deed conveying any interest in the Unit. No Unit Owner may lease his or her Unit during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except transfers by devise or inheritance to members of the family, as defined herein above, of a deceased Unit Owner, or Units acquired by the Association, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twelve (12) months of ownership shall commence upon expiration of lease. No rooms may be leased and no transient tenants accommodated. A Unit shall be considered leased any time it is occupied by a tenant. No Unit may be used in connection with a swap arrangement for vacation use or other transient occupancy such as AirBnB or any similar company or enterprise, nor may any Unit be listed for vacation use or other transient occupancy on any web or other listing service or medium provided by AirBnB or any similar company or enterprise. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any tenant of a Unit Owner who is in breach or violation of this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration and the lessee shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the lessee waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the

tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited. This Section H is not applicable to Association-owned units.

WITNESS my signature hereto this 10th day of JANUARY, 2019, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
Wallace Grove, President

ROGER KILAR
(PRINT NAME)

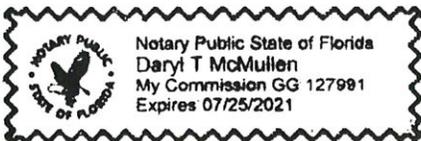
[Signature]
Witness

Attest: [Signature]
Tom McEnany, Secretary

MARK CASSETTA
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2019, by Wallace Grove and Tom McEnany, 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.



[Signature] (Signature)

DARYL T. McMullen (Print Name)
Notary Public, State of Florida at Large

This instrument was prepared by:
MARTY PLATTS, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401

**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>
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Condominium No. 5	1848	1665
Condominium No. 6	1891	262
Condominium No. 7	1937	81
Condominium No. 8	1982	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 **March 7, 2022, and recessed to and reconvened on April 26, 2022**, the aforementioned Declarations of Condominium were amended pursuant to the provisions of said Declarations of Condominium.

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

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

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

**ARTICLE VI
MAINTENANCE, ALTERATION AND IMPROVEMENT**

* * *

B. Common Elements.

* * *

2. Additions, Alterations or Improvements to Common Elements or Association Property by the Association. No portion of the Common Elements and Association Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a common expense in excess of ~~one (1%)~~ two (2%) percent of the annual budget then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement, or in excess of five (5%) percent of the annual budget then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a fiscal year, unless such additions, alterations or improvements have been approved by not less than a majority of the votes of the participating membership of the Association present, in person or by proxy, at a meeting called for that purpose at which a quorum is established or voting by written agreement where at least a quorum of the membership participates. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, costing less than ~~the one (1%)~~ two (2%) percent or five (5%) percent thresholds described above, may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners accordingly. Under no circumstances may an alteration or addition to the Common Elements of a particular condominium be approved solely by a vote of the owners of units in that particular condominium.

NOT A CERTIFIED COPY

ARTICLE XI
USE RESTRICTIONS

D. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and property use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. Smoking and secondhand smoke are fire, health and safety hazards. Smoking and secondhand smoke are nuisances. No dwelling unit owner shall permit any use of his dwelling or make any use of the common elements that will increase the cost of insurance upon the condominium property.

WITNESS my signature hereto this 4th day of May, 2020, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM
ASSOCIATION, INC.

Virginia Lohmann
Witness

By: Roger Kean President

VIRGINIA LOHMANN
(PRINT NAME)

Rebecca T Brnich
Witness

Attest: Nancy Hamer Secretary

Rebecca T Brnich
(PRINT NAME)

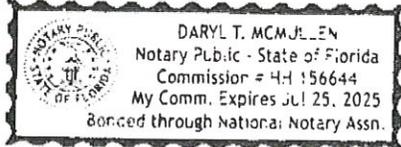
[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of May, 2022 by ROGER WILK and NANCY HENDES, 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.

[Handwritten Signature] (Signature)

Daryl T. McMullen (Print Name)
Notary Public, State of Florida at Large



NOTARIZED COPY