

This instrument is prepared by:
Arye Kranz, President Bedford J, Pro Se
251 Bedford J
West Palm Beach FL 33417
732-779-8079

CFN 20230058953
OR BK 34135 PG 1652
RECORDED 2/22/2023 2:27 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1652 - 1696; (45pgs)

**CERTIFICATE OF AMENDMENT TO THE AMENDED & RE-STATED BY-LAWS OF
BEDFORD J CV CONDOMINIUM ASSOCIATION INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

I HEREBY CERTIFY that the Original Articles of Incorporation attached hereto as Exhibit A, the Amended & Re-Styled Articles of Incorporation attached hereto as Exhibit B, the Amended & Re-Styled By-Laws attached hereto as Exhibit C, and the Adopted Rules & Regulations attached hereto as Exhibit D, were duly adopted as the Original Articles of Incorporation, Amended & Re-Styled Articles of Incorporation, the Amended & Re-Styled By-Laws of Bedford J CV Condominium Association and the Rules & Regulations of Bedford J CV Condominium Association, were duly adopted and approved by the members at our Annual Meeting of February 19, 2023. The original By-Laws for Bedford J CV Condominium Association Inc. are recorded in Official Record Book 1881 at page 0231, et seq, on March 12, 1971 of the Public Records of Palm Beach County Florida.

DATED this 22nd day of February 2023

Signed in the presence of Witnesses as to both: Association:

Bedford J CV Condominium Assoc. Inc.

A Florida Corporation Not for Profit

By:

Signature of 1st Witness

Print Name:

Daniel Brodenick

By

Signature of 2nd Witness

Print Name:

Andres Cardozo

By:

Arye Kranz, President

By:

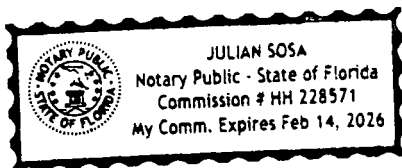
Lori Crocco

Lori Crocco, Vice President

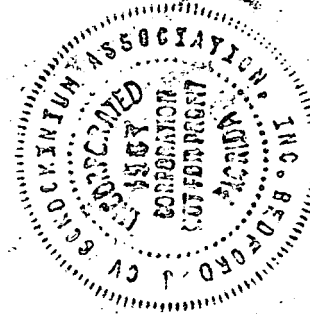
STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence, notarization this 22nd day of February 2023 by Arye Kranz, President and Lori Crocco, Vice President of Bedford J CV Condominium Association Inc, who executed the foregoing instrument. Both acknowledged to and before me that each, executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Condominium Association.



[Signature]
Notary Public, State of Florida at Large



Original Articles of Incorporation of

BEDFORD J CV CONDOMINIUM ASSOCIATION INC.

(A CORPORATION NOT FOR PROFIT)

Exhibit A

FILED

1987 MAR -5 PM 3:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

BEDFORD J CV CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not for Profit)

THE UNDERSIGNED hereby associates herself for the purpose of forming a corporation not for profit under Chapters 617 and 718, Florida Statutes, and certifies as follows:

ARTICLE I

Name

The name of the corporation is BEDFORD J CV CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association" or the "Condominium");

ARTICLE II

Purpose

A. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes, (hereinafter referred to as the "Act"), for the operation of the Bedford J CV Condominium of Century Village at West Palm Beach, Palm Beach County, Florida.

B. The Association will make no distributions of income to its members (as defined in Article IV hereof), directors or officers.

ARTICLE III

Powers

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

A. The Association will have all the powers of a corporation not for profit not in conflict with the terms of these Articles.

B. The Association will have all the powers and duties set forth in the Act, except as limited by these Articles and the Declaration of Condominium for the Association; and it will have all the powers and duties reasonably necessary to operate said condominium pursuant to the Declaration of condominium, as it may be amended from time to time, including, but not limited to the following:

1. To make and collect assessments against members in order to meet the common expenses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the condominium property.
4. To purchase insurance for the condominium property and for the protection of the Association and its members as unit owners.

5. To reconstruct improvements after casualty and to further improve the condominium property.

6. To make and amend reasonable regulations respecting the use of the condominium property.

7. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the By-Laws of the Association.

8. To enforce by legal means the provisions of the Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the condominium property.

9. To contract for the management and operation of the condominium, including the common elements, and thereby to delegate powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or the membership of the Association.

10. To employ personnel to perform the services required for the proper management and operation of the condominium.

C. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium, the By-Laws of the Association, and the Act.

ARTICLE IV Members

A. The members of the Association will be all record owners of units in the Condominium.

B. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

C. The owner of each unit will be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by unit owners and the manner of exercising voting rights will be determined by the Declaration of Condominium, the By-Laws of the Association, and the Act.

ARTICLE V Directors

A. The affairs of the Association will be managed by a Board of Directors. The number of Directors will be determined by the By-Laws of the Association, but shall consist of not less than three (3) Directors.

B. Except as provided in subsection V(D) hereof, Directors will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided in the By-Laws of the Association and the Act.

C. Directors named in these Articles will serve until the election of Directors at the next annual meeting of the members, and any vacancies in their number occurring before said meeting will be filled as provided in the By-Laws.

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

Betty Lapidus	Bedford Apt. J-251 West Palm Beach, FL 33417
George Damiano	Bedford Apt. J-235 West Palm Beach, FL 33417
Murray Klein	Bedford Apt. J-237 West Palm Beach, FL 33417
Beatrice Shaffer	Bedford Apt. J-239 West Palm Beach, FL 33417
Anne Henschel	Bedford Apt. J-252 West Palm Beach, FL 33417
Hyman Makofsky	Bedford Apt. J-234 West Palm Beach, FL 33417
Loretta Flaster	Bedford Apt. J-249 West Palm Beach, FL 33417
Arthur Kagle	Bedford Apt. J-246 West Palm Beach, FL 33417
Minerva Zwirn	Bedford Apt. J-242 West Palm Beach, FL 33417

ARTICLE VI Officers

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected as provided in the By-Laws. The names and addresses of the officers who will serve until their successors are designated are as follows:

President	Betty Lapidus	Bedford Apt. J-251 West Palm Beach, FL 33417
1st Vice President	George Damiano	Bedford Apt. J-235 West Palm Beach, FL 33417
2nd Vice President	Murray Klein	Bedford Apt. J-237 West Palm Beach, FL 33417
Secretary	Beatrice Shaffer	Bedford Apt. J-239 West Palm Beach, FL 33417
Treasurer	Loretta Flaster	Bedford Apt. J-249 West Palm Beach, FL 33417

ARTICLE VII Indemnification

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities (including legal fees) reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer of the Association at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement, this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII By-Laws,

The By-Laws of the Association may be altered, amended or rescinded in the manner provided by said By-Laws.

ARTICLE IX Amendments

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

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

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

C. Proposed amendments may be passed if approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

D. Provided, however, that no amendment may be made that is in conflict with the Act or the Declaration of Condominium or By-Laws.

E. A copy of each amendment shall be filed with the Secretary of State, State of Florida.

ARTICLE X Term

The term of the Association shall be perpetual.

ARTICLE XI
Incorporator

The name and address of the Incorporator to these Articles of Incorporation is as follows:

Betty Lapidus
Bedford Apartment J-251
West Palm Beach, FL 33417

ARTICLE XII
Initial Registered Agent and Office

The street address of the initial registered office of this corporation is Bedford Apartment J-251, West Palm Beach, Florida 33417 and the initial registered agent for the corporation shall be Betty Lapidus whose address is the same as above.

IN WITNESS WHEREOF, the Incorporator to these Articles of Incorporation has hereunto affixed her seal this 14th day of February, 1987.

Betty Lapidus
BETTY LAPIDUS

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared BETTY LAPIDUS, who acknowledged before me that she has executed the foregoing Articles of Incorporation for the uses and purposes expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of February, 1987.

Notary Public
NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
My Comm. Exp. 12/31/87
S. 1000 West 10th St., Ft. Lauderdale, FL 33304

ACCEPTANCE OF REGISTERED AGENT

Having been named to act at service of process for
BEDFORD J. CV CONDOMINIUM ASSOCIATION, INC. at the place
designated in the Articles of Incorporation; I hereby accept
to act in this capacity, and agree to comply with the
provisions of said Act relative to keeping open said office.

By Betty Lapius
BETTY LAPIOUS
Registered Agent

Sworn to and subscribed before me
this 24th day of February,
1987.

Wm. J. Smith
NOTARY PUBLIC

My Commission Expires: 1-1-88

FILED
1987 MAR -5 PM 3:30
STATE OF OREGON
TAMM

FILED

SEP 7 11 23 AM '84

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the
following is submitted, in compliance with said Act:

First -- That LILLEY AIR CONDITIONING, INC., desiring to
organize under the laws of the State of Florida with its principal
office, as indicated in the articles of incorporation at City of
Lakeland, County of Polk, State of Florida, has named NELLOA
L. LILLEY located at 3604 Century Boulevard, Bay E, City of
Lakeland, County of Polk, State of Florida, as its agent to accept
service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the
above stated corporation, at place designated in this certificate,
I hereby accept to act in this capacity, and agree to comply with
the provision of said Act relative to keeping open said office.

BY: Nelloa L. Lilley
(Resident Agent)

AMENDED & RESTATED ARTICLES of Incorporation of

**BEDFORD J CV CONDOMINIUM
ASSOCIATION INC.**

Exhibit B

NOT A CERTIFIED COPY

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

BEDFORD J CV CONDOMINIUM ASSOCIATION, INC.

NOTE: This document is a substantial rewording of the Articles of Incorporation filed with the Florida Secretary of State on March 5, 1987.

The Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation shall be BEDFORD J CV CONDOMINIUM ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act"), as amended from time to time, for the operation of that certain condominium to be known as Bedford J Condominium (the "Condominium").

ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium ("Declaration") for the Condominium, and the By-Laws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

POWERS

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

4.1 General. The Association shall have all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act (except as to variances in these Articles and the Declaration which are permitted by the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration, and as they may be amended from time to time, including, but not limited to, the following:

A. To make and collect regular and Special Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

C. To maintain, repair, replace, reconstruct, add to, and operate the Condominium and other property acquired or leased by the Association for use by Unit Owners.

D. To purchase insurance upon the Condominium and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

E. To make and amend reasonable rules and regulations for the maintenance, operation and use of the Condominium Property and for all other lawful purposes.

F. To screen prospective purchasers, tenants (if renting or leasing of units is permitted in the Declaration of Condominium), and/or other occupants of the units and approve or disapprove the transfer, occupancy, mortgaging, ownership and possession of Units as may be provided by the Declaration of Condominium and to collect transfer fees as provided in the Act.

G. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium.

H. To contract for the management of the Condominium, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power

and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

I. To employ personnel to perform the services required for proper operation of the Condominium.

J. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Condominium.

K. To borrow money on behalf of the Association, which must be approved by a majority of the entire Board, when required in connection with the operation, care, upkeep, alteration, and maintenance of the Common Elements.

4.3 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

4.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

ARTICLE V

MEMBERS

5.1 Membership. Only natural persons may own Units and be Members of the Association. Except as provided in the Declaration, ownership by entities, including, but not limited to, corporations, limited liability companies, and partnerships, is prohibited. The foregoing prohibition shall not apply to Units owned by the Association, to mortgagees who take title through foreclosure or deed in lieu of foreclosure, or to trusts established for estate planning purposes. The Members of the Association shall consist of all of the record Owners of Units in the Condominium; and, after termination of the Condominium, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium Parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

5.2 Assignment. The share of a Member in the funds and assets of the Association, in its Common Elements and its Common Surplus, and membership in this

Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, the vote for each Residential Unit shall be as specified in the Declaration. Said votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VI

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII

INCORPORATOR

The names and address of the subscriber to these Articles of Incorporation is as follows:

Arye Kranz

Bedford Apartment J-251
West Palm Beach, Florida 33417

ARTICLE VIII

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 of the Association 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 By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE IX

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors required in the By-Laws. All directors must be Members of the Association.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when that is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE X

INDEMNIFICATION

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

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

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

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

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

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

action, suit or proceeding.

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

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

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

ARTICLE XI

AMENDMENTS

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

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

11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than fifty percent (50%) of the Members of the Association. A proposed amendment must be approved by not less than a majority of those present, in person or by proxy (provided a quorum is present), by written agreement where at least a quorum of the membership participates, or by electronic voting.

11.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members.

11.4 Recording. A copy of each amendment shall be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy shall be recorded in the Public Records of Palm Beach County, Florida.

11.5 Scrivener's Errors. The Board of Directors may correct scrivener's errors in the Articles of Incorporation and record such revisions without Unit Owner approval.

ARTICLE XII
ADDRESS

The principal place of business of the Corporation shall be located at 234 Bedford J, West Palm Beach, Florida 33417, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XIII

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

The registered Agent of this Corporation shall be Pruitts Property Management Services POB 540217 Greenacres FL 33454

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XIII OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS _____ DAY OF _____, 20____

Pruitts Property Management Services
(Registered Agent)

By: _____

Amended & Re-Stated By-Laws

of

**BEDFORD J CV CONDOMINIUM
ASSOCIATION INC.**

Exhibit C

**AMENDED AND RESTATED
BY-LAWS

OF

BEDFORD J CV CONDOMINIUM ASSOCIATION, INC.

A FLORIDA NOT-FOR-PROFIT CORPORATION**

NOTE: This document is a substantial rewording of the original text of the By-Laws attached to the Declaration of Condominium executed by Developer on March 3, 1971, recorded on March 12, 1971, at Official Records Book 1881, Page 231, of the Public Records of Palm Beach County.

ARTICLE 1

GENERAL

1.1 **The Name.** The name of the Corporation shall be BEDFORD J CV CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Corporation shall be at the Condominium Property, or at such other place as may be subsequently designated by the Board of Directors from time to time.

1.3 **Identity.** In addition to these By-Laws being the By-Laws of the Association, these By-Laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended from time to time, for the purpose of administering, operating and managing Bedford J Condominium (the "Condominium").

1.4 **Definition.** As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein, unless otherwise defined in these By-Laws, shall have the same definitions as attributed to them in the Declaration of Condominium of Bedford J Condominium ("Declaration"). Any terms not defined in the Declaration shall have those definitions established by the Condominium Act.

ARTICLE 2

MEMBERSHIP AND VOTING PROVISIONS

2.1 **Membership.** Unless otherwise provided in the Declaration and accept for trusts established for estate planning purposes, ownership of Units and membership is limited to natural persons. Entities, including, but not limited to, corporations, limited liability companies and partnerships may not own Units at the Condominium. The

foregoing limitation on corporate ownership shall not apply to Units owned by the Association or to mortgagees acquiring title to Units through foreclosure or deed in lieu of foreclosure. Membership in this Association shall be limited to record owners of Units in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be authorized to attend meetings. To the extent permitted by the Declaration, if a unit is owned by any other entity (other than natural persons), the entity must designate, in writing, a representative or an individual officer or employee to exercise its rights as a Member. If the unit is owned, by a trust, the trustee may represent the unit at all meetings. If there is more than one trustee, then the trust must designate which trustee is permitted to represent the unit's interests.

2.2 Voting. On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declaration and the Articles of Incorporation. Said votes shall be exercised or cast in the manner provided by the Declaration and these By-Laws. Any person or permitted entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned. The vote of a Unit shall not be divisible. Unless otherwise set forth in the Declaration of Condominium, the Articles of Incorporation, herein or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") present and voting, in person or by proxy, at any meeting at which a quorum is established, by written consent in lieu of a meeting, or by electronic voting. If there is more than one (1) Unit Owner and the Owners cannot come to a consensus on how a vote should be cast, the Unit shall be counted for purposes of establishing a quorum, but the vote for that Unit shall not be counted for any other purpose. To the extent permitted by the Declaration, if a unit is owned by an entity (other than natural persons), the entity must designate, in writing, a representative or an individual officer or employee to exercise the voting rights before such vote will be accepted by the Association. If the unit is owned by a trust, the trustee may cast the vote of the unit. If there is more than one trustee, then the trust must designate which trustee is permitted to cast the vote for the unit before such vote will be accepted by the Association. The Board of Directors may, from time to time, suspend the voting rights in the manner provided in Article 10.5 of these Bylaws.

2.3 Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Voting Interests of the Association shall constitute a quorum. A quorum is not required for elections pursuant to Section 4.2 hereof.

2.4 Voting Procedure. Votes may be cast in person, by written agreement or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary or Manager of the Association, as determined by the Board of Directors from time to time, prior to or at the meeting at which they are to be used, or prior to or at any lawful adjournment thereof, and shall be effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event shall any proxy be

valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time, prior to the vote being counted, at the pleasure of the Unit Owner executing it.

ARTICLE 3

MEMBERSHIP MEETINGS

3.1 **Place and Time.** All meetings of Members shall be held at the principal office of the Association or at such other place within Palm Beach County, Florida, and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **Notices.** It shall be the duty of the Secretary or Manager, as determined by the Board of Directors, to send by regular mail, hand delivery or electronic transmission a notice of each annual or special meeting to each Unit Owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting. 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. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice, or a United States Postal Service Certificate of mailing, shall be included in the official records of the Association affirming that the notice was mailed or hand delivered in accordance with Florida law. Notice of specific meetings may be waived in writing before or after the meeting. Electronic transmission may only be used to send notices to those Owners who specifically consent, in writing, to receiving notice in that manner.

3.3 **Annual Meeting.** The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held during the month of January or February at such date and time as shall be selected by the Board of Directors. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **Special Meeting.** Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Members representing one-fourth (1/4) of the total voting interests in the Association. Such requests shall state the purpose of the proposed

meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 Action by Members Without a Meeting. Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any annual or special meeting of Members may be taken by written agreement without a meeting, signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth), so long as at least a quorum of the members participates and so long as the number of votes required to authorize or approve such action is obtained. Voting by written agreement or by electronic voting shall be done in accordance with the provisions of the applicable Statute, as same may be amended from time to time.

3.6 Adjourned Meeting. If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present. If any agenda item at a meeting of the 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.

3.7 Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, shall be:

- A. Calling to order by President or Chairman;
- B. Appointment of chairman of the meeting by the President or, in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association or a representative of the Association's management company who will conduct the meeting without vote;
- C. Appointment of inspectors of election;
- D. Election of directors;
- E. Calling of the roll and certifying of proxies;
- F. Proof of notice of the meeting or waiver of notice;
- G. Reading and disposal of any unapproved minutes;
- H. Reports of officers;
- I. Reports of committees;
- J. Unfinished business;

- K. New business;
- L. Adjournment.

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ARTICLE 4

DIRECTORS

4.1 **Membership.** The affairs of the Association shall be managed by a Board consisting of five (5) members. All directors shall be Members of the Association.

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

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

B. 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, except for vacancies caused by the recall of a majority of the Board. 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.

C. 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.

D. 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.

E. 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 thirty-five (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.

F. 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.

G. 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.

H. Any envelopes containing ballots not prevalidated as provided in subsection 4.2(l) 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 4.2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Residential Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(l) 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.

I. 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, as either may be amended from time to time.

J. 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.

K. The provisions of Paragraphs (B) through (J) of this Section 4.2, 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.

L. 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.

M. 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.

4.3 Organizational Meeting. The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of such organizational meeting; which notice specifically incorporates an

identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency.

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

4.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, facsimile, or electronic mail, 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.

4.6 Special Meetings. 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, or electronic mail, 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 4.5 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

4.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum and Voting. A quorum at directors meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes. A director of the Association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A director of the association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Directors may meet by telephone conference and those attending by telephone conference may be counted toward a quorum and may vote by telephone, provided the telephone conference is conducted on a speaker so that the conversation of those Board members attending by telephone may be heard by the Board and any other person attending the meeting.

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

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

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

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

4.12 **Compensation.** 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).

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

4.14 **Committees.** Any committee formed for the purpose of assisting in the promulgation of a budget or any committee that is delegated the authority to take final

action on behalf of the Association shall conduct its meetings in accordance with the procedural requirements applicable to Board of Directors' meetings, set forth in Section 4.6 hereof. All other committee meetings shall be exempt from those requirements.

ARTICLE 5

POWERS AND DUTIES

The Board exercise all powers and duties of the Association under Chapters 617 and 718, Florida Statutes, the Declaration of Condominium, Articles of Incorporation and By-Laws, except where a vote of the members is specifically required. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

- A. Operation, care, upkeep and maintenance of the Common Elements and facilities.
- B. Determination and adoption of the annual budget of Common Expenses required for the operation of the Condominium and the Association.
- C. Levying and collection of regular and special Assessments for Common Expenses from Unit Owners required to pay same.
- D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and facilities.
- E. Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium Property and facilities.
- F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.
- G. Purchasing, leasing or otherwise acquiring of Units in the name of the Association, or its designee, subject to the limitations in the Articles of Incorporation.
- H. Purchase of Units at foreclosure, accepting a deed in lieu of foreclosure, or purchasing Units at other judicial sales, in the name of the Association or its designee.
- I. Selling, mortgaging or otherwise dealing with Units acquired by the Association or its designee.
- J. Organization of Corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.
- K. Obtaining and reviewing insurance for the Condominium Property.

L. Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration.

M. Enforcement of the obligations of the Unit Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

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

O. Contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the Condominium Property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these By-Laws to have approval of the Board or of the Unit Owners; (3) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board and is therefore not susceptible of delegation; and (4) same may be contrary to the Declaration or the By-Laws.

P. Screening prospective purchasers, tenants and occupants pursuant to the guidelines in the Declaration. The Association may charge a transfer fee in the maximum amount permitted by the Act, as amended from time to time.

ARTICLE 6

OFFICERS

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

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

6.3 **Election.** The Board, at its first meeting after each annual meeting of general members, shall elect all officers.

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

6.5 **The President.** The President shall be the chief executive officer of the Association. Subject to the provisions of 4.10 hereinabove, the President shall preside at all meetings of Members and of the Board, shall exercise the executive powers of the Association and have general supervision over its affairs and other officers, and shall perform all of the duties incident to the office and such other duties as may be delegated to the President from time to time by the Board.

6.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required by the Board. If the Board elects more than one Vice President, the order of succession shall be determined by the Board.

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

6.8 **The Treasurer.**

A. The Treasurer shall have custody of the Association's funds and securities, shall keep full and accurate accounts of the Association's receipts and disbursements, and shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

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

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

D. The Treasurer shall maintain accounting records according to good accounting practices and shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation**. Officers shall not receive compensation for their services.

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

ARTICLE 7

FINANCES AND ASSESSMENTS

7.1 **Depositories**. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board.

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

7.3 **Determination of Assessments**.

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominium. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration of Condominium. 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 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.

B. Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board (or Unit Owners as provided in

subsection C of this Section 7.3) shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall mail, hand deliver or electronically transmit to each 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.

C. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten (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.

D. The proposed annual budgets of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes, as amended from time to time. 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 such formula as is set forth in the Act or the Florida Administrative Code, as both may be amended from time to time. 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. The foregoing shall not prevent the Board from creating such other reserves as may be permitted by the Act or the Florida Administrative Code, as both may be amended from time to time.

E. 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.

7.4 **Application of Payments and Commingling of Funds.** All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

7.5 **Fidelity Bonds.** The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by the Condominium Act, as same may be amended from time to time.

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

ARTICLE 8

OFFICIAL RECORDS

The Association shall maintain official records which shall be subject to inspection as such maintenance and inspections are required by the Act as amended from time to time.

ARTICLE 9

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, these By-Laws, or the Act, as any of the foregoing may be amended from time to time.

ARTICLE 10

COMPLIANCE AND DEFAULT

Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of these By-Laws, the Declaration of Condominium and all exhibits annexed thereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

10.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a Unit, the Unit Owner's personal property, or to the personal property of the Association or other Unit Owners or residents or guests, including, but not limited to, repair after casualty made necessary by his or her violation of any portion of the Declaration or by his or her negligence or intentional misconduct or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment as provided by the Declaration.

10.2 Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under any provision of the Declaration, these By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under the Declaration.

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

10.4 Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner, his

or her tenants, guests, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.

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

10.6 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

10.7 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, the Declaration, these By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

10.8 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Declaration, these By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

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

ARTICLE 11

AMENDMENTS

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

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

11.2 **Adoption**. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than fifty percent (50%) of the Voting Interests of the Association. A proposed amendment must be approved by not less than a majority of those present in person or by proxy at a meeting at which a quorum is established, by written agreement in lieu of a meeting where at least a quorum of the membership participates, or by electronic voting.

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

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

11.4 **Scrivener's Errors**. The Board of Directors may correct scrivener's errors in these By-Laws without the necessity of a vote of the Unit Owners.

ARTICLE 12

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit

Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

ARTICLE 13

LIMITATION OF LIABILITY

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

ARTICLE 14

RECREATIONAL AREA AND FACILITIES

The use of the recreational areas and facilities under the Long-Term Lease shall at all times be subject to such Rules and Regulations as the Lessor may establish from time to time for their facilities at their sole discretion. Said recreational areas and facilities shall only be used by the Unit Owners and those permitted by the Lessor, subject to the Rules and Regulations for said facilities. All children who are under such age as specified by the Lessor must be accompanied by a responsible adult to the swimming pool and lake area, and the recreational facilities in general. Any damage to equipment or the premises caused by a Unit Owner, his family, servants, guests, invitees, etc., shall be paid for by the Unit Owner responsible thereof, and the cost thereof shall be a charge and lien upon the Unit Owner's parcel as a special assessment, which sum shall be determined solely by the Lessor and shall be billed to the Unit Owner as the Lessor directs.

ARTICLE 15

LIENS

15.1 **Protection of Property.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

15.2 **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

15.3 **Notice of Suit.** A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

15.4 **Effect on Judicial Sale.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE 16

SEAL

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

ARTICLE 17

CONFLICT

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

ARTICLE 18

CAPTIONS

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

RULES & REGULATIONS ADOPTED

by

**BEDFORD J CV CONDOMINIUM
ASSOCIATION INC.**

Exhibit D

Adopted on March 28, 2018

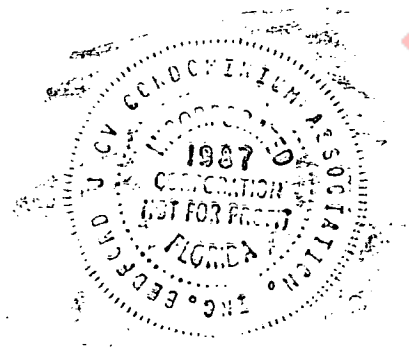
Bedford J Condominium Association.

3/28/2018

House Rules & Regulations.

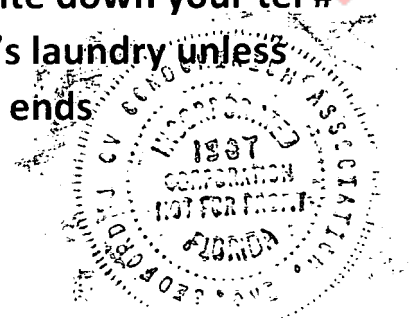
- 1- No pets permitted in any unit located in Bedford J Association. *pending Board Approval*
- 2- No Businesses to be conducted from condos / common Areas.
- 3- by-Laws and House Rules & Regs must be signed for by each new Owner.
- 4- No smoking inside condo or in common Areas.
- 5- ABC Kitchen fire Extinguisher required inside kitchen of Condo for your safety.
- 6- Any illegal drugs or substance usage by a resident is grounds for immediate expulsion and eviction from the Association.
- 7- Units are to be occupied by unit owners 55+, or owners immediate Family's occupants,
- 8- Residents cannot purchased condo for the use of friends and family as a holidays.
- 9- water heater must be replaced every 10 Years.
- 10- two year No, flip policy's.
- 11- No one owner can own more than 2 units in the Association.
- 12- Bedford J once's -in - a lifetime rental. - *once in possibly 3 years* *pending Board Approval*
- 13- All Board members will have the right to view prospective Owner/ security report prior to being signed off on and approval Of any new buyer should be made by at least 3 Boards members .
- 14- No, strollers, bicycles, carriages, or any objects can be stored under Stairwell or in a manner that would obstruct the always/ common areas.
- 15- Any ramp installed for a residents disability must be permanent and not Not movable / portable at owners expense .
- 16- NO, 2nd mortgages allowed .
- 17- Legal fees caused by an unruly / litigious residents, suing the Association non - stop, must be paid for and reimbursed to the Association by the resident.

Please sign send it to president of Association of Bedford J

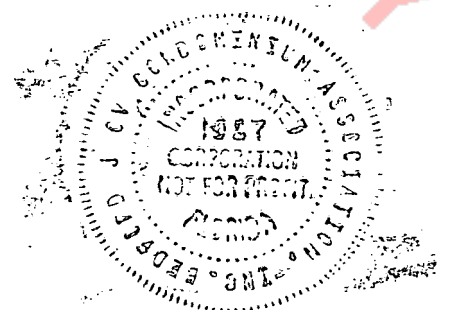


**Bedford J Condo Assoc. Addendum to House Rules & Regs Adopted
unanimously by the membership on February 6, 2022**

- 1) It is forbidden to feed any ducks, any birds, reptiles, iguanas or any animal wildlife anywhere near our buildings or trash cans
- 2) It is forbidden for any storage in the Electric Closet
- 3) No parking in guest spots for more than 2 days
- 4) Longer Term parking is only across from Bedford K
- 5) Keep lids of washing machines up when done
- 6) Any contractors/persons involved in renovation must keep all common areas clean and clear of any debris, paint or garbage
- 7) Owner must receive prior Board approval for any major renovations
- 8) Allow Tesla/EV Recharge stations at parking spots at owners expense. Board approval required
- 9) No planting of any kind in the common area without express permission from the Board to avoid damage to irrigation, electrical, sewer, water lines
- 10) Nothing can be stored in the Laundry Room unless it fits into the cubicles. Nothing personal can use floor space in the laundry room.
- 11) No flammable or dangerous substances in Laundry room, gas tanks, lighter fluid, etc...
- 12) Owner must supply new keys for any new locks, or combinations to the Board
- 13) Residents must write down their name/unit # when doing laundry. If you are leaving the premises plz write down your tel #
No one can remove or touch another resident's laundry unless more than half an hour goes by after the cycle ends
- 14) 10pm noise curfew for common areas



- 15) Loud noise restriction within any unit 24 hours
- 16) All renovations of units which require permits, must be obtained by the unit owner or licensed contractor, ultimately it is the owners responsibility and display it in unit window
- 17) Any seller that enters into a contract of sale must post the info on the bulletin board so that members retain their right of 1st refusal for up2 seven days
- 18) Any unit not occupied for more than 4 days must shut off their water at the main
- 19) Any ramp installed at owners front door must be permanent and not movable and installed by owner at their expense. Ramp cannot extend out onto the sidewalk. Board approval required
- 20) Beford J's once in a lifetime rental policy means once in 3 years
- 21) No pets policy pending Board Approval



**Bedford J Condo Association Addendum to House
Rules and Regulations Adopted unanimously by
the membership on February 19, 2023**

Fines & Fees to be assessed

- 1. A late fee of \$50.00 will be assessed on homeowners who do not pay their monthly HOA fee by the 10th of the following month**
- 2. A fine of \$100.00 per month will be assessed on homeowners who violate the Rules & Regulations of Bedford J Condominium Assoc.**

