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**CERTIFICATE OF AMENDMENTS TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
CAMBRIDGE AT HUNTERS RUN, A CONDOMINIUM, AND THE BY-LAWS OF
CAMBRIDGE AT HUNTERS RUN CONDOMINIUM ASSOCIATION, INC. WHICH ARE AN
EXHIBIT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

WHEREAS, the Declaration of Condominium of Cambridge at Hunters Run, a Condominium was recorded in Official Record Book 4029, at Page 1629, of the Public Records of Palm Beach County, Florida, as amended in its entirety by that Amended and Restated Declaration of Condominium as recorded in Official Record Book 23357, at Page 1433, Public Records of Palm Beach County, Florida;

WHEREAS, Section 21.3 of the Amended and Restated Declaration of Condominium provides that the Amended and Restated Declaration of Condominium may be amended by the affirmative vote of a majority of the entire membership of the Board of Directors then serving and by an affirmative vote of a majority of the voting interests of all members of the Association;

WHEREAS, Section 11.3 of the Amended and Restated By-Laws provides that amendments to the Amended and Restated By-Laws shall be approved by a majority of the entire membership of the Board of Directors then serving and by a majority of the voting interests of all members of the Association;

WHEREAS, on June 13, 2019, a majority of the entire membership of the Board of Directors then serving voted to approve of the amendments to the Amended and Restated Declaration of Condominium and By-Laws in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, on June 13, 2019, a majority of the voting interests of all members of the Association voted to approve of the amendments to the Amended and Restated Declaration of Condominium and By-Laws, in the particulars as set forth in Exhibit "1" to this Certificate;

NOW, THEREFORE, the Amended and Restated Declaration of Condominium and By-Laws shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendments shall run with the real property known as Cambridge at Hunters Run, a Condominium, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Amended and Restated Declaration of Condominium and By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I **HEREBY CERTIFY** that the amendments attached to this Certificate have been approved by the votes required by the Amended and Restated Declaration of Condominium and By-Laws.

DATED this 13 day of June, 2019.

WITNESSES:

**CAMBRIDGE AT HUNTERS RUN
CONDOMINIUM ASSOCIATION, INC.**

Thomas B. Yee
Printed Name of Witness

By: [Signature] President

[Signature]
Signature of Witness

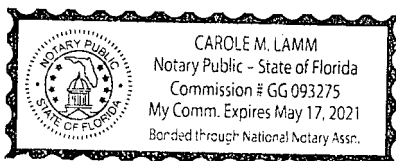
Katrina Wheeler
Printed Name of Witness

Katrina Wheeler
Signature of Witness

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

I **HEREBY CERTIFY** that on the 13th day of June, 2019 before me personally appeared MARVIN D. REINGOLD, as President of **CAMBRIDGE AT HUNTERS RUN CONDOMINIUM ASSOCIATION, INC.**, who is personally known to me and who did not take an oath and who executed the aforesaid Certification as free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal, in the County of Palm Beach, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC:

Sign: Carole M. Lamm

(SEAL)

My commission expires: 5/17/2021

EXHIBIT "1"

**AMENDMENTS TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
CAMBRIDGE AT HUNTERS RUN, A CONDOMINIUM AND THE
AMENDED AND RESTATED BY-LAWS OF
CAMBRIDGE AT HUNTERS RUN CONDOMINIUM ASSOCIATION, INC.**

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
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I. AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

1. Section 3.17 of the Amended and Restated Declaration of Condominium shall be amended to read as follows:

"3.17 'Guest' means any person who: (a) is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy; (b) is not the Owner or lessee of the Unit in which he or she is present; and (c) is not a member of the family of the Owner or lessee of the Unit in which he or she is present. Notwithstanding the foregoing, an Owner or lessee of the Unit in which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Unit. Furthermore, a member of the family of the Owner or lessee of a Unit shall be considered a Guest unless he or she is a permanent occupant of such Unit. The foregoing is subject to the paramount provisions of Section 12.1.B of this Declaration."

2. Section 3.19 of the Amended and Restated Declaration of Condominium shall be amended to read as follows:

"3.19 'Lease' means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable monetary or other consideration (to include the swap of usage of a Unit), whether through a lease, rental or license. All references to "Lease" in this

Declaration shall include a license, unless the context requires otherwise."

3. Add the following to the end of Section 3.31 of the Amended and Restated Declaration of Condominium:

"A voting interest shall exclude any voting interest suspended by the Board of Directors of the Association as permitted by the Condominium Act, as amended from time to time."

4. Section 12.1.B of the Amended and Restated Declaration of Condominium shall be amended to read as follows:

- "B. ~~Guest Use~~ in the Absence of the Owner or Lessee as Host. A Guest may occupy a Unit in the absence of the Owner or lessee, as host, only as follows: The Association must receive from the Owner or lessee written authorization in advance of the intended stay, advising the Association of the relationship of the Guest and the date of arrival and departure. The foregoing applies even though the Guest seeking to gain admittance possesses a key to the Unit. The Board of Directors is authorized to develop forms for use in connection with notification for use of the Unit by the Owner's or lessee's Guests as stated in this subsection. An Owner or lessee is deemed 'absent' when the Owner or lessee does not stay overnight with the Guest. Notwithstanding the foregoing to the contrary, in the event that any Unit is occupied by a non-Immediate Family Member Guest in excess of thirty (30) days during any ninety (90) day consecutive period, the Owner must seek and obtain Association approval for the continued occupancy by such Guest, in the same manner that leases/licenses are approved under this Declaration. Should during the ninety (90) day consecutive period the Guest vacate the Unit for up to three (3) days, such break in occupancy shall not reduce or affect the ninety (90) day consecutive period limitation. The term 'Immediate Family Members' shall mean and refer to the following: mothers, step mothers, domestic partners of the mothers; fathers, step fathers, domestic partners of the fathers; sons, sons in law, domestic partners of the sons; daughters, daughters in law, domestic partners of the daughters;

grandsons, grandsons in law, domestic partners of the grandsons; granddaughters, granddaughters in law, and domestic partners of the granddaughters; step sons, step sons in law, domestic partners of the step sons; step daughters, step daughters in law, domestic partners of the step daughters; step grandsons, step grandsons in law, domestic partners of the step grandsons; step granddaughters, step granddaughters in law, and domestic partners of the step granddaughters."

5. A new Section 13.6 shall be added to the Amended and Restated Declaration of Condominium and shall read as follows:

"13.6 No lease or license shall be made to a corporation, limited liability company or business named partnership or other entity."

6. Section 15. of the Amended and Restated Declaration of Condominium shall be deleted in its entirety and substituted with the following:

"SUBSTANTIAL RE-WORDING OF SECTION 15 OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM; SEE SECTION 15 OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PRESENT TEXT."

SECTION 15. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions. Flood insurance is not governed by this Section 15 as not mandated by the Condominium Act.

15.2 Coverage. The Association shall maintain insurance covering the following for the Condominium:

A. Casualty.

1. All portions of the Condominium property as originally installed or replacement of like kind and quality, in accordance with the original plan specifications.

2. All alterations or additions made to the Condominium or association property pursuant to F.S. 718.113(2). However, unit owner exterior alterations and additions shall be insured by the Association only to the extent that the Condominium Statute as amended from time to time requires same. The insuring responsibility

of the association shall exclude wall, floor, and ceiling coverings, electrical fixtures, appliances, 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 that are located within the boundaries of a unit and serve only one unit.

3. The foregoing properties referenced in subsections A.1 and A.2 above are collectively referred to as the "Insured Property." The foregoing shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording the coverage and if not so determined, by the Board of Directors of the Association. These policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association subject to F.S. 718.111(11)(c), as amended from time to time. This coverage shall afford protection against:

(i) Loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement.

(ii) Any other risks as from time to time customarily covered with respect to buildings similar in construction, location, and use of the buildings, including but not limited to vandalism and malicious mischief.

B. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about, or in connection with, the insured property, or adjoining driveways and walkways, or any work, matters, or things related to the insured property, with coverage as shall be required by the Board of Directors of the Association, with a cross-liability endorsement to cover liabilities of the owners as a group to any owner, and vice versa, if reasonably available.

C. Workers' Compensation and other mandatory insurance, when applicable.

D. Fidelity Insurance, as required by the Condominium Act, covering all persons who control or disburse Association funds, the insurance to be in an amount that is the greater of that required by the Condominium Act or determined by the Board.

E. Association Property. Appropriate additional policy provisions, policies, or endorsements extending the applicable portions of the coverage described above to all Association property, when coverage is available.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) pay only a fraction of any loss in the event of coinsurance, or if other insurance carriers have issued coverage on the same risk, and (ii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a committee of the Board of Directors or members of any committee, one or more owners, or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual owners that are not under the control of the association, and that the policy shall be primary, even if an owner has other insurance that covers the same loss.

15.3 Additional Provisions. All policies of insurance shall provide that the policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units.

15.4 Premiums. Premiums on insurance policies purchased by the association shall be paid by the Association as a common expense, except that the costs of fidelity bonding for any management company employee may be paid by the company under its contract with the association. Premiums may be financed in a manner as the board of directors deems appropriate.

15.5 Insurance Trustee. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Owners, and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses for the insured property shall be paid to an insurance trustee ("insurance trustee"), which may be designated by the board of directors and that, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in Florida. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance

proceeds. The duty of the insurance trustee shall be to receive the proceeds as are paid and to hold the same in trust for the purposes elsewhere stated here. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the owner and mortgagee under the provisions of this declaration. Fees and expenses of the insurance trustee are common expenses.

A. Board Acting as Insurance Trustee. The Board of Directors of the Association shall have the option, in its discretion, of appointing an insurance trustee hereunder. If the Association fails or elects not to appoint an insurance trustee, the Association will perform directly all obligations imposed on the Insurance Trustee by this Declaration.

15.6 Association as Agent. The Association is irrevocably appointed as agent and attorney-in-fact for each owner and for each owner of a mortgage or other lien on a unit, and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the association and to execute and deliver releases on the payment of claims.

15.7 Benefit of Mortgagees. Certain provisions in this Section 15 titled "Insurance" are for the benefit of mortgagees of units and may be enforced by the mortgagees."

15.8 Owner's Insurance. Each owner shall maintain casualty insurance for Owner's Personal Property as well as all condominium property which is not insured by the Association under F.S. 718.111(11), as amended from time to time, and for any property or Properties which are required to be insured by the Owners under said statute as amended from time to time. Such policy shall contain waivers of subrogation by the insured as to any claims against other Owners or Occupants, the Association, officers and directors of the Association, any managing agent, and their respective servants, agents and guests. The Owner shall have the continuing obligation to provide a certificate of insurance to the Association, and provide an updated certificate of insurance as policy is renewed or change. ~~All other provisions of F.S. 718.111(11) (2008), as amended from time to time, shall apply here.~~

7. Section 16 of the Amended and Restated Declaration of Condominium shall be deleted in its entirety and substituted with the following:

"SUBSTANTIAL RE-WORDING OF SECTION 16 OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM; SEE SECTION 16 OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PRESENT TEXT.

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY DAMAGE. The following shall not apply to reconstruction or repair after flood damage for the Condominium:

16.1 Determination to Reconstruct or Repair.

A. Subject to the provisions of Section 16.1.B and 16.1.C below, in the event of damage to or destruction of the Insured Property as a result of a casualty, the Association shall promptly repair and reconstruct same.

B. If the total estimated cost of repairs necessary either to restore the improvements to their former condition, or to bring them into compliance with applicable laws or regulations, exceeds the combined fair market value of all Units in the Condominium after completion of the repairs, or it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land-use laws or regulations, on the approval of the interests of the members as set forth in Section 18.1.A of this Declaration the repair or restoration shall not occur and instead the Condominium shall be terminated.

C. If 75% or more, measured in terms of replacement cost, of the insured property is substantially damaged or destroyed but the situation described in 16.1.B above does not occur, and if the owners vote is obtained as set forth in Section 18.1.B of this Declaration, the Condominium property will not be repaired, with the Condominium to be terminated and the (former) Condominium property to be subject to an action for partition instituted by the Association, any Owner,

mortgagee, or lienor, as if the Condominium property were owned in common.

16.2 Plans and Specifications. Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original improvements and applicable building and other codes; or if these plans and specifications are not available, in accordance with the plans and specifications approved by the board of directors of the association and applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property (including but not limited to roofs, windows, doors, paving, common elements and association property, wall and floor coverings, and other external surfaces) damaged by the casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the common elements or association property, based on the following reasons: requirements due to changes in codes, and/or the use of more practical and/or better wearing materials and components including those which are more storm-resistant and/or prevent or minimize water intrusion into the units or buildings constituting association property. As to any alterations or additions not encompassed in the foregoing, not only is a Board vote required, but a majority of all voting interests in the association must also approve. The majority vote applies notwithstanding any different vote imposed elsewhere in this Declaration for material alterations or substantial additions to the common elements and Association property.

16.3 Distribution of Proceeds. Proceeds of insurance policies for insured property received by the insurance trustee shall be distributed to, or for the benefit of, the beneficial owners thereof in the following manner:

- A. Expenses of the Trust. All expenses of the insurance trustee shall be first paid or provision shall be made therefor.
- B. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to contractors, subcontractors, and suppliers

engaged by the association in repair and restoration in appropriate progress payments.

- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners, and the Owner's share shall be distributed first to all institutional first mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, in the following order: first, for Insured Property located within the Unit boundaries, to each Owner of affected units in proportion to the damage suffered by each affected Owner, and last, for Insured Property not located within the Unit boundaries, to all Owners in their undivided shares of ownership in the common elements.
- D. Certificate. In making distributions to owners and their mortgagees, the insurance trustee (if appointed) may rely on the Association Certificate as to the names of the owners and their mortgagees and their respective shares of the distribution.
- E. Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, the balance shall be handled as follows: Any excess resulting from a special assessment shall be handled as permitted by F.S. 718.116(10). Any excess resulting from excess insurance proceeds shall be placed into a restricted reserve account for the payment of future insurance premiums and/or for future casualty reconstruction, repair, and debris removal.
- F. Certificate. Notwithstanding the provisions herein, the insurance trustee (if appointed) shall not be

required to determine whether or not sums paid by Owners on assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made on the order of the Association alone, or on the additional approval of an architect, engineer, or otherwise, if any, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine the payees, nor the amounts to be paid. The Insurance Trustee (if appointed) may rely on an Association Certificate as to any or all of these matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments; Financing. If the proceeds of the insurance are insufficient, or it is determined by the Board that proceeds will not be sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or on completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the association are insufficient, regardless of the extent of the damage, annual and/or special assessments may be made against the owners in sufficient amounts to provide funds for the payment of costs, including, but not limited to, deductibles, if any, and/or the association may obtain financing to pay for same. This financing may be put into place even in advance of a casualty. These assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the common elements.

16.5 Benefit of Mortgagees. Certain provisions in this Section 16 are for the benefit of mortgagees of units and may be enforced by any of them."

8. Sections 18.1 and 18.2 of the Amended and Restated Declaration shall read as follows:

"SECTION 18. TERMINATION OF CONDOMINIUM. The Condominium shall be terminated as follows:

18.1 Declaration Sections 16.1.B or 16.1.C Termination:

A. In the event of a Termination under Sections 16.1.B or 16.1.C only above, the Section 16.1.B or Section 16.1.C plan of termination for this Condominium shall be approved upon the vote or written consent from not less than ~~two-thirds (2/3)~~ one hundred percent (100%) of the voting interests of all Owners of all Units and the written joinder and consent from ~~a majority of all mortgage lienholders~~ one hundred percent (100%) of all lienholders on all Units. The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. Notwithstanding the foregoing to the contrary, approval of the holder of a recorded mortgage lien on a Unit shall not be required ~~unless~~ the plan of termination will result in less than the full satisfaction of the mortgage in question. If such approval is required and not given, the holder of the recorded mortgage lien who objects to the plan of termination may contest the plan as provided for in F.S. 718.117(16), as amended from time to time.

B. In the event of a Termination under Section 16.1.C of the Declaration, the vote required to terminate the Condominium is seventy-five percent (75%) of the voting interests of all members of the Association, without the need for approval of lienholders.

18.2 Optional Termination: Non Sections 16.1.B or 16.1.C Termination: Other than in connection with a Termination under Sections 16.1.B or 16.1. C of the Declaration, the Condominium may be terminated pursuant to a plan of termination approved upon the vote or written consent from at least ~~eighty percent (80%)~~ one hundred percent (100%) of the total voting interests of all Owners in this Condominium ~~but only if not more than ten percent (10%) of the total voting interests of all Owners in this Condominium have rejected the plan of termination by negative vote or by providing written objections thereto.~~ The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. In addition to the foregoing, the written joinder and consent from ~~a majority~~ one hundred

percent (100%) of all mortgage-lienholders on all Units is required. Notwithstanding the foregoing to the contrary, approval of the holder of a recorded mortgage lien on a Unit shall not be required unless then plan of termination will result in less than the full satisfaction of the mortgage in question. If such approval is required and not given, the holder of the recorded mortgage lien who objects to the plan of termination may contest the plan as provided for in F.S. 718.117(16), as amended from time to time."

9. The following shall be added as a new Section 21.5.C of the Amended and Restated Declaration and shall read as follows:

"21.5 Notwithstanding any provision contained in the Condominium Documents to the contrary:

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C. An amendment to this Declaration may be made to reduce a higher percentage membership approval required for elsewhere in this Declaration if the vote is obtained pursuant to Section 21.3 of this Declaration."

II. AMENDED AND RESTATED BY-LAWS

10. The following shall be added to the end of Section 2.4 of the Amended and Re-Statd By-Laws:

"Notwithstanding the foregoing to the contrary, a voting interest shall exclude any voting interests suspended by the Board of Directors of the Association as permitted by the Condominium Act, as amended from time to time."

11. In Section 3.14 of the Amended and Restated By-Laws, amend the last sentence thereof as follows:

"Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting, from inception of the Association unless an earlier retention period is provided for in the Condominium Act as amended from time to time."

12. In Section 4.1.B of the Amended and Restated By-Laws, add the following sentence at the end:

"The number of terms which any director may serve shall be subject to any limitation set forth in the Condominium Act, as amended from time to time."

13. Section 4.1.C of the Amended and Restated By-Laws shall be deleted in its entirety and substituted with the following:

"SUBSTANTIAL RE-WORDING OF SECTION 4.1.C OF THE AMENDED AND RESTATED BY-LAWS; SEE SECTION 4.1.C OF THE AMENDED AND RESTATED BY-LAWS FOR PRESENT TEXT."

B. Qualifications. A Director must be a record Owner; and in the event of a trust as Owner, then any trustee or resident beneficiary; the Association shall be permitted to obtain from the trust as Owner reasonable documentation from said Owner indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted in another jurisdiction that would be considered a felony if committed in this state is not eligible for Board membership unless such felon's civil rights have been restored for a period of not less than five (5) years as of the date such person seeks election to the Board. Owners delinquent in the payment of any monetary obligations due to the Association as of the deadline to submit notices of intent to run as a candidate to the Board are not eligible to be placed on the election ballot and are disqualified from serving on the Board of Directors. Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one (1) Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy."

14. Section 4.4.D of the Amended and Restated By-Laws shall be amended to read as follows:

"D. Monetary Obligation. Any Director or Officer more than ninety (90) days delinquent in the payment of the annual assessment any monetary obligation due the Association shall be deemed to have

abandoned the office, creating a vacancy, which shall occur without the need for a recall as provided for above."

15. In Section 4.13 of the Amended and Restated By-Laws, amend the last sentence thereof as follows:

"Minutes shall be retained for a period of not less than five (5) years after the date of the meeting, from inception of the Association unless an earlier retention period is provided for in the Condominium Act as amended from time to time."

16. Delete Section 8 of the Amended and Restated By-Laws and substitute with the following:

"SUBSTANTIAL RE-WORDING OF SECTION 8 OF THE AMENDED AND RESTATED BY-LAWS; SEE SECTION 8 OF THE AMENDED AND RESTATED BY-LAWS FOR PRESENT TEXT."

SECTION 8. SUSPENSIONS AND FINES.

8.1 Suspensions. The Association has the right, in addition to all other available legal remedies, to suspend the rights of an Owner or an Owner's tenants, guests, invitees or both, to use the recreational areas for violations of the Condominium Documents and/or Rules and Regulations. The Association also has the power to suspend the foregoing referenced use rights when an Owner is more than ninety (90) days delinquent in the payment of any fine, fee, or other monetary obligation due and owing to the Association. The Association shall observe all limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time.

8.2 Fines. A fine may be levied by the Association in an amount not to exceed One Hundred (\$100.00) Dollars per violation and may be levied on the basis of each day of a continuing violation in an amount not to exceed One Hundred (\$100.00) Dollars per day up to a maximum aggregate of One Thousand (\$1,000.00) Dollars, unless a higher amount is permitted by the Condominium Act as amended from time to time. Fine(s) may be re-imposed for the same violation upon providing the same notice and opportunity for a hearing. The Association shall observe all limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time."