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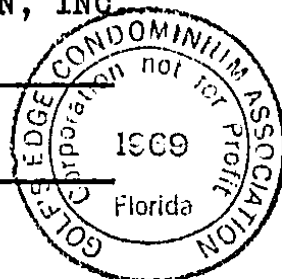
Golf's Edge Condominium Association, Inc., a Florida non-profit corporation, does hereby certify that the annexed amendments to the Declaration of Condominium of the said Golf's Edge Condominium Association, Inc., dated November 3, 1969, and recorded in the Official Records of Palm Beach County, Florida, in Book 1,763, pages 946 to 1,029, was duly adopted and approved by more than 80% of the entire membership of the Association, and it further certifies that the annexed amendments of the By-Laws of the said Golf's Edge Condominium Association, Inc., adopted on September 8, 1969, and recorded in the Official Records of Palm Beach County, Florida, in Book 1,749, pages 298 to 307, was duly adopted by the Board of Directors of the said Association on January 5, 1976, and was also duly adopted and approved by more than 80% of the entire membership of the Association.

IN WITNESS WHEREOF, the above named Association has caused these presents to be signed in its name by its President and attested by its Secretary and its Seal affixed this _____ day of November 1976.

GOLF'S EDGE CONDOMINIUM ASSOCIATION, INC

by Patrick C. Cahill
President

Attest:
by Jack Klein
Secretary



STATE OF FLORIDA }

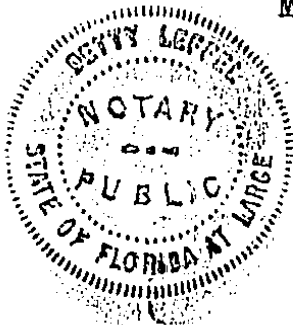
COUNTY OF PALM BEACH }

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BEFORE ME, the undersigned authority, personally appeared Patrick C. Cahill and Jack Klein, well-known to me to be the President and Secretary respectively of Golf's Edge Condominium Association, Inc., a Florida non-profit corporation, and they acknowledged before me that they did as such officers execute the foregoing instrument and that they executed same as the act and deed of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of November 1976.

Betty Lippel
Notary Public, State of Florida at Large

My Commission expires



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 22 1980
BONDED THRU GENERAL INS. UNDERWRITERS

THIS INSTRUMENT WAS PREPARED BY:

✓ Sharon L. Seher
1-B Golf's Edge
W.P.B. FILE 33409
CITY AND STATE

DECLARATION OF CONDOMINIUM
OF
GOLF'S EDGE CONDOMINIUM ASSOCIATION

The Declaration of Condominium of Golf's Edge Condominium Association shall be amended as follows:

On Page One -- To eliminate all of section 1 (the second paragraph under A. Purpose. as no longer relevant;

To redesignate section 2 as section 1;

On Page Two -- So the word an will replace the word as on the 4th line of section 9 so that phrase reads, an undivided share ...

On Page Three -- To eliminate the word profits on the 3rd line of section 12;

To eliminate section 19 as no longer relevant, and to adjust succeeding section numbers to maintain sequence;

On Page Four -- To eliminate sections 25 and 26 as no longer relevant and to adjust succeeding section numbers to maintain sequence;

By the addition of the words Association Inc. at the end of Article II NAME, to reflect the legal name of our Association;

On Page Six -- To eliminate all of D. AMENDMENT OF PLANS and sections 1 and 2 thereunder as no longer relevant;

To adjust succeeding letter designations to maintain sequence.

To eliminate from E. (redesignated D.) the following words on lines 3, 4 and 5 of section 2 as no longer relevant: as well as the laundry rooms existing on other condominiums created by or to be created by the Developer;

On Page Seven -- To eliminate the words or the Management Firm at the end of section 4 as no longer relevant.

To eliminate the word profits on the 8th line of Article IV;

To eliminate on lines 2, 3 and 4 of Article V the words including any obligations under the Management Agreement attached to this Declaration as no longer relevant;

On Page Eight -- NOTE: When the Declaration of Condominium with approved amendments is reprinted, the so-called Boodman Amendment, adopted several years ago and then duly recorded shall be included as sections 1 and 2 of Article V. COMMON EXPENSE;

To eliminate the final sentence in paragraph 1 under section A Apartments of Article VI, as no longer relevant;

To eliminate from (c) under 2 the words on lines 1, 2 and 3, the Management Firm, as long as the Management Agreement remains in effect, and thereafter to, as no longer relevant;

On Page Nine -- To eliminate the words on lines 4 and 5 of paragraph (e) the Management Firm and, as no longer relevant;

Declaration of Condominium (Golf's Edge) -- Page 2

On Page Nine -- To eliminate the words by the Management Firm, as long as the Management Agreement remains in effect, and thereafter on lines 7 and 8 of paragraph (f) as no longer relevant;
To eliminate the words, Management Firm, and thereafter by the Board of Directors, on lines 11 and 12 of paragraph (f) and to substitute the word, Association, therefor;
To eliminate in paragraph (g) the words, the Management Firm, on line 1 and the Management Firm, or on lines 3 and 4;
To eliminate the words, by the Management Firm, as long as the Management Agreement remains in effect, and thereafter on lines 4 and 5 of paragraph (h) as no longer relevant;

On Page Ten -- To eliminate the following clause in the first paragraph: where the cost thereof is in excess of ten percent (10%) of the annual budget of this condominium for common expenses, as to this condominium, and this condominium's share of common expenses as to the recreational facilities under the Long Term Lease hereinafter referred to, on lines 1, 2, 3, 4, 5, 6; also on line 8 of the same paragraph, eliminate the comma (,) after the word provided; Also on line 6 to eliminate the words, authorized by, and to replace them with the words, presented to;

To eliminate the final sentence of that paragraph as no longer relevant, and to amend the next to last sentence to substitute the words, eight (8) or less, for the words, ten (10) or less, on the 28th line, and to eliminate the words, but one, on the twenty-ninth line;

To eliminate from section C as no longer relevant the following clauses: On lines 4 and 5, or the Management Firm, on behalf of the Association, and on its own behalf; also on lines 8 and 9, the Management Firm, as long as the Management Agreement remains in effect, and thereafter; also on lines 14, 15 and 16, The Management Firm, for as long as the Management Agreement remains in effect, and thereafter; also on lines 19 and 20, by the Management Firm, for as long as the Management Agreement remains in effect, and thereafter; also to be eliminated are the commas (,) after the word Association on line 16 and on line 20;

To eliminate from section D the first fourteen (14) words so that the section will begin with the words, The Association shall ... Note there will be no comma after the word, Association;

On Page Eleven -- To eliminate the words from lines 2 and 3, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, as no longer relevant;

To end the first sentence in section E on line 4 with the words, Unit Owner(s), To eliminate the entire balance of that sentence -- 28 words that are no longer relevant;

In the first paragraph of Article VII, to eliminate the following words on line 1, whose name appears at the end of this instrument,

To eliminate on lines 2 and 3 the words, has delegated to the Management Firm the power of the Association to, adding the word, shall, instead, so that the corrected sentence will read, The Association through its Board of Directors shall fix and ... ;

Declaration of Condominium (Golf's Edge) -- Page 3

On Page Eleven -- (continued) Also to insert a comma (,) after the word Declaration, and to conclude that first sentence as follows: Declaration, the By-Laws and Exhibits attached thereto. The balance of that sentence and all of the next sentence shall be eliminated.

In the next to last line of Section A, the word, proportion, shall be substituted for the word, shares. Also, on line six of that section, the word, a, shall be inserted between the words, from and revenue-producing.

On Page Twelve -- To eliminate the words, and the Management Firm, as long as the Management Agreement remains in effect, on lines 1 and 2 of section C; Also to eliminate the word, tangible, on line 5, and to insert these words, and used in the operation of said apartment such as air conditioner, refrigerator, stove, Dishwasher, disposal unit and floor coverings, after the word, unit, on line 6; Also to eliminate the rest of that sentence on lines 6, 7 and 8;

Also, on line 9, to eliminate the words, and Management Firm, and on line 11 the words, or the Management Firm, and on line 14 the words, or Management Firm, and on line 18 the words, and Management Firm, and to conclude that sentence at the end of line 17 with the word, Lease.

Also, to eliminate the first fourteen (14) words of the next sentence on lines 18 and 19 and to start that sentence with the words, The Board of Directors ... Also, on lines 25 and 26, to eliminate the words, The Management Firm, as long as the Management Agreement remains in effect, and; the sentence to begin on line 30, reading The Association shall be entitled ... Also, to insert the word, being, between the last two words in that paragraph so that the final phrase will read, by the lien being enforced; Also to eliminate the words, Management Firm or the, on line 8 of the second paragraph under C, and the word, or, on line 9 of the same paragraph;

To rephrase Article VIII ASSOCIATION as follows: The operation of the Condominium shall be by a Florida corporation not for profit, herein referred to as the Association, the name of which is The Golf's Edge Condominium Association, Inc., which shall operate in accordance with the following provisions:

On Page Thirteen -- To rephrase the second paragraph, B. as follows: The By-Laws of the Association as amended by the Board of Directors of the Association on January 5, 1976 and approved by the affirmative vote of more than 80% of the Unit Owners of Golf's Edge Condominium Association, a copy of which is attached hereto and made a part hereof as Exhibit 2-A.

To eliminate all the words at the end of the first sentence in paragraph C after the word, condominium, on the second line; Also to eliminate the last sentence of that paragraph;

To eliminate all of section D, and to redesignate succeeding sections in proper letter sequence; To rephrase section G after the word, bound, on line 3 to read, by the provisions of this Declaration and the By-Laws of the Association; Also to eliminate all of section H;

Declaration of Condominium (Golf's Edge) -- Page 4

On Page Thirteen -- (continued) Also to eliminate the first fourteen (14) words of the first sentence in Article IX, Section A. Liability Insurance. so it will begin with the words, The Board; also to eliminate the comma (,) after the word, Association, on line 3 of that section;

On Page Fourteen -- To eliminate the same 14 words, the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, on lines 1 and 2; also to eliminate the comma (,) after the word, Association, on line three;

In section B, paragraph 1. Purchase of Insurance, to eliminate the first fourteen (14) words of the first sentence so it will begin on the third line with the words, The Association shall ..; Also, beginning on line ten, the first 15 words are to be eliminated; Also to eliminate the six words that begin line fourteen (14); Also to eliminate on lines 17 and 18 the same fifteen (15) words that were eliminated on lines ten and eleven; Also on lines 20 and 21 to eliminate the words, Management Firm, and thereafter, and on line 21, to eliminate the comma (,) after Association;

To eliminate on lines 6 and 7 of the second paragraph the words, by the Management Firm, and thereafter; also on lines 15 and 16 to eliminate the fifteen (15) words beginning with Management Firm and ending with thereafter, the; also to eliminate the comma (,) after Association on the last line of that paragraph;

In section B, paragraph 2, to eliminate the words, Management Firm and, thereafter, by the on line 2; also to eliminate the commas (,) following the word Association both at the beginning and end of line 3;

On Page Fifteen -- To eliminate the fifteen words starting at the beginning of the second line and ending on the third with the word thereafter;

On Page Sixteen -- To eliminate the fifteen words starting with the words, the Management and ending with the word, thereafter, on lines 3 and 4 of paragraph (c) Certificate; Also on lines 7 and 8 of the same paragraph to eliminate the words, the Management Firm, and thereafter; Also to eliminate the comma (,) after the word, Association, on line 8; Also on line 4 of section 5 to insert parenthesis (where missing just before the word, as; Also, in section 5 (a) to eliminate the first fifteen words, starting that sentence with the words, The Board, at the end of the second line; Also to eliminate the comma (,) after the word Association, on the third line;

On Page Seventeen -- To eliminate the fifteen words on the second and third lines starting with Management and including to the; Also in paragraph (c) eliminate all of lines 8 and 9 except the last word, Association; Also eliminate all of lines 25 and 26 except the last two words, the Association; Also eliminate all of lines 32 and 33 except for the last word, Association; Also eliminate the first six words on line 39 and insert the word Association instead so it will read require the Association to obtain; Also in paragraph (d) to eliminate the fourteen words on lines 1, 2 and 3 beginning with the Management and ending with thereafter;

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On Page Seventeen -- Also to eliminate the comma (,) at the end of line 3 after the word Association; Also in paragraph (e) to eliminate the last eight words on the last line on page 17;

On Page Eighteen -- To eliminate all the words on the first line except the last word, the; Also to eliminate the comma (,) after the word Association on the second line; Also to eliminate all of line 10 and 11 up to and including the word thereafter; Also to eliminate all of line 15 beginning with the word Management and all of line 16; Also on line 22 to eliminate the last five words, the Management Firm, and thereafter; Also to eliminate the commas (,) after the word Association on lines 17 and 22;

To eliminate all of the last ten (10) lines in paragraph (f) after the word, loan; Also to eliminate the first sixteen (16) words in paragraph (a) of section 6 as well as the comma (,) after the word Association on line 3;

On Page Nineteen -- To eliminate the fourteen words beginning with the word The on line 1 and including the word thereafter on line 3; Also to eliminate the three commas (,) on line 4;

To eliminate in section (c) the first five words on line 2;

On Page Twenty -- To eliminate the sixteen (16) words after the word assessments, on line 5 and the comma (,) after the word Association on line 7; Also to eliminate the fourteen words following the word thereupon, on line nine and including the word thereafter, on line eleven; Also to eliminate the comma (,) after the word Association on line eleven; Also to eliminate the first six words on line sixteen as well as the comma (,) after the word Association at the end of line sixteen;

To eliminate in paragraph (d) the fifteen words starting with the word Management on line 3 and including the word the on line 5; Also to eliminate the comma (,) after the word Association on line 5;

Also, in section 8, to eliminate all of line 2 and the first five words on line 3; Also to eliminate the comma (,) after the word Association on line 3; Also to eliminate the words the Management Firm, and thereafter, on lines 5 and 6, and the comma (,) after the word Association on line 6; Also in section 9 to eliminate the words Management Firm and the on lines 4 and 5;

On Page Twenty-one -- In section 10. Association's Power to Compromise Claim, to eliminate the next fourteen words ending with the word thereafter, the sentence to begin with the words The Association. Also to eliminate the comma (,) after the word Association; Also to eliminate the first six words on line 7 as well as the comma (,) after the next word, Association;

To eliminate from section D the fourteen (14) words beginning with the words the Management on line 1 and including the word thereafter, on line 2; also to eliminate the comma (,) after the word Association on line 3;

To eliminate from section F the words the Management Firm, and thereafter, on lines 1 and 2; To eliminate also the comma (,)

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On Page twenty-one (continued) -- after the word, Association, on line 2; Also to eliminate the last four words of that paragraph, and the Management Firm; Also to eliminate in Article X, section A. Apartments. the clause at the beginning of its second sentence, Except as reserved to the Developers, starting the second sentence with the words, No dwelling unit ...; Also to eliminate from section D. Pool Area. the fifteen words that begin with the word, Management, on line three and all of line four up to but not including the word, Association;

On Page Twenty-two -- To eliminate from section G. Pets. all the words on lines four and five as well as the first four words on the last line, Management Firm or the; Also to eliminate from section H. Lawful Use. all of the last sentence starting with the words, The responsibility of meeting;

To eliminate from section J. Miscellaneous. the fifteen words starting with the word, Management, on line seven and including the words, by the, on line eight; Also to eliminate the words, Management Firm or on line ten as well as the same words on line thirteen; Also to eliminate from Section K. Laundry Facilities. the words, Developer and/or his assigns, on line 3 and the substitution of the word, Association, therefore;

On Page Twenty-three -- To eliminate from section L. Regulations. the entire third line and the first five words on line four; Also to eliminate the last two words on line six and the first two words on line seven; Also in the second paragraph of section L. to eliminate the fifteen words starting with the Management on line five and including thereafter by on line seven; Also to eliminate all of section M. Proviso. as no longer relevant; Also to eliminate from the first paragraph of Article XI the words other than the Developer on lines three and four;

On Page Twenty-four -- To add a new paragraph at the bottom of the page as follows: (e) In any of the foregoing instances -- (a) Sale, (b) Lease, (c) Gift, devise or inheritance, etc. -- the Association may require an interview with the prospective Purchaser, Lessee, Devisee, Donee;

On Page Twenty-five -- On line four of paragraph (a) Sale, the word of shall be replaced by the word or so it reads approve or disapprove;

To eliminate the last four and a half lines of paragraph (b) beginning with the words, in recordable form, on line eight and to add the following new sentence: If the Association fails to act within the aforesaid thirty (30) days, the lease shall be deemed to have been approved.

To eliminate the last three lines of paragraph (c) and to replace them with the words, in recordable form, immediately after the word, Association at the end of line eleven;

On Page Twenty-seven -- To eliminate the last sentence on that page starting with the words Nor shall such provisions be Also to eliminate the carry-over on the next page;

On Page Twenty-eight -- To eliminate the carry-over from page 27, comprising the seven lines at the top of the page;

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On Page Twenty-eight -- To add the words, he has received notice of, between the words after and the on line five of paragraph (a) Notice of Lien. Also to eliminate all paragraph 2 which covers the bottom half of page 28;

On Page Twenty-nine -- To eliminate from Article XII Limited Common Elements the fourteen (14) words starting with the Management on line ten and including the word thereafter, on line eleven; also to eliminate the comma (,) after the word Association on line 11; Also to eliminate all of line twenty-four and the first four words on line twenty-five as well as the comma (,) at the end of line twenty-five after the word Association;

On Page Thirty -- To eliminate all of Article XIV except the last paragraph and to include that paragraph at the end of Article XIII; To revise succeeding Article designations to retain sequence; Also to eliminate from Article XV (to be revised as Article XIV) the words, the Management Agreement, on line four;

On Page Thirty-one -- To eliminate from Section B. Costs and attorneys' fees, the words, the Management Agreement, on line four; Also to eliminate from section C. the fourteen (14) words starting with the Management on line one and including all of line two; also to eliminate the comma (,) after the word Association on line three; also the words, the Management Agreement, on line six;

To eliminate the last line of section B, under XVI (to be redesignated XV) as well the following three paragraphs 1, 2 and 3, replacing the deletions with the following addendum:

Except as elsewhere provided, such approvals must be by not less than sixty-six and two-thirds percent of the votes of the entire membership of the Association;

On Page Thirty-two -- To eliminate the numeral at the beginning of the first paragraph; also to eliminate all of the second paragraph;

On Page Thirty-three -- To eliminate from section B. Agreement. the words, the Management Firm as well as of, on lines 8 and 9;

On Page Thirty-four -- To eliminate from section E. the words, or Management Firm, on lines six and seven; also to eliminate all of the last four lines at the bottom of page thirty-four;

On Page Thirty-five -- To eliminate from section F. the seventeen words beginning with the Developer on line two and including thereafter on line four; also to eliminate the comma (,) after the word Association on line four; Also to eliminate from section G. the fourteen words beginning with or the Management on line three and including on its own behalf, on line four; Also to eliminate the words, Management Firm and the at the beginning of line eight of the same section; Also in section J to insert the word relied in place of relief at the beginning of the last line;

B Y - L A W S

O F

GOLF'S EDGE CONDOMINIUM ASSOCIATION, INC.

(as amended January 5, 1976)

PREFACE:

The By-Laws of Golf's Edge Condominium Association, Inc., adopted on September 8, 1969 and recorded in the Official Records of Palm Beach County, Florida, in Book 1749, pages 298 to 307, and attached to the Declaration of Condominium of Golf's Edge Condominium Apartments, dated November 3, 1969 and recorded in the Official Records of Palm Beach County, Florida, in Book 1763, pages 946 to 1029, are amended as follows:

All of the provisions of the said By-Laws are hereby deleted and superseded by the following provisions except as specifically stated herein as being retained.

ARTICLE 1 -- IDENTITY

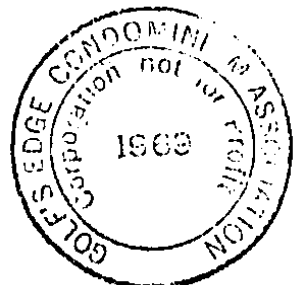
NOT AMENDED -- Retained from original By-Laws

These are the By-Laws of Golf's Edge Condominium Association Inc., hereafter called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 3rd day of September, 1969. The Association has been organized for the purpose of administering several condominiums pursuant to Chapter 711, Florida Statutes 1967, called the Condominium Act in the By-Laws, which condominiums will be known collectively as Golf's Edge Condominium Apartments and will be located in Kingswood, Century Village, West Palm Beach, Palm Beach County, Florida. Hereafter in these By-Laws, the several condominiums shall be referred to as "Condominium", and whenever "Condominium" is used it shall mean and be deemed to refer to all the condominiums created or to be created by Marvell Developers, Inc. at the aforescribed location.

1.1 The office of the Association shall be at Kingswood, Century Village, West Palm Beach, Florida.

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation, an impression of which is as follows:



1.4 The provisions of these By-Laws are applicable to the condominium, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions,

NOT AMENDED -- Retained

conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declarations of Condominium which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to the Plan of Condominium Ownership, the terms and provisions of said Articles of Incorporation and Declarations of Condominium to be controlling wherever the same may be in conflict herewith.

1.5 All present or future owners, tenants, future tenants, or their employees, or any other person that might use the condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.

ARTICLE 2 -- MEMBERS' MEETINGS

2.1 A General Meeting of the Members shall be held at such place and time as the Board of Directors may designate in the first week of December of each year for the purpose of receiving a report of the income and expense for the year about to end side by side with the proposed budget for the new fiscal year ahead, of approving the budget for the new fiscal year, of receiving the Report of the Nominating Committee for Directors, and for the transaction of any other business -- provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day that is not a legal or religious holiday or a Sabbath.

2.2 The Annual Meeting of the Members shall be held at such place and time as the Board of Directors may designate in the second week of February of each year for the purpose of electing Directors, receiving Annual Reports, and transacting any other business -- provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day that is not a legal or religious holiday or a Sabbath.

2.3 (a) Special Members' Meetings shall be held whenever called by the President or in his absence or disability by the Vice President, and must be called by the Secretary within twenty (20) days after receipt of a written request of a majority of the Board of Directors, or of a written request of not less than twenty-five percent (25%) of all the Unit Owners -- provided, however, that the meeting shall not be scheduled on a legal or religious holiday or on a Sabbath.

2.3 (b) Notice of all Members' Meetings stating the time and place and the objects for which the meeting is called shall be given by the President or in the absence or disability of the President by the Vice President or Secretary.

2.3 (c) Written notice of all meetings of the membership shall be given to each Unit Owner not less than fourteen (14) days in

advance of the date of the meeting. A notice of the meeting shall also be posted at a conspicuous place at each condominium building (at the mail box location) at least fourteen (14) days and not more than thirty (30) days prior to said meeting. The written notice to the Unit Owners shall be given in a reasonable and practical manner as shall be determined by the Board of Directors, or in the absence of such determination by the officer charged with the giving thereof, there being no requirement that such notice be given by ordinary, registered, or certified mail. Notice of all meetings may be waived before or after meetings by the persons entitled to attend such meetings. The notice of the General Members' Meeting in December shall include the proposed budget for the coming calendar year.

2.4 A Quorum at Members' Meetings shall consist of persons entitled to cast a majority of the votes of the entire membership of the Association. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval of a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.5 VOTING (a) In any meeting of members the Owner or Owners of each apartment unit shall be entitled to cast one (1) vote.

(b) If an apartment is owned by one (1) person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. Whenever any apartment is owned by Husband and Wife, absent any notice by them to the contrary, the Husband or Wife, as the case may be, shall be treated and regarded as the agent and proxy of the other when in attendance at any membership meeting for the purpose of determining a quorum and casting a vote for each apartment owned by them, without necessity for filing a certificate. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by the owner of an apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 PROXIES (a) Votes may be cast in person or by proxy or by absentee-ballot. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association prior to or at the commencement of the meeting

NOT AMENDED -- Retained from original By-Laws

or any adjournment thereof. In such proxy, the member may designate in writing as his proxy any neighbor or friend who is a Unit Owner who will attend that meeting.

(b) No member shall serve as proxy for more than five (5) apartment units.

2.7 At the Annual Meeting the President shall appoint with the approval of the Association Members a Judge of Elections from among the Unit Owners who is not a candidate. The Judge of Elections shall in turn appoint an Assistant and three Tellers from among the Unit Owners who are not candidates to facilitate tallying the votes. The Judge of Elections shall report the certified results of the election at the appointed time during the Annual Meeting and file with the Secretary of the Association the ballots and tally sheets in a sealed container signed by all five (5) members who participated in the process for future reference if needed.

NOT
ATTENDED 2.8 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 The order of business at Annual Members' Meetings and as far as practical at other Members' Meetings shall be as follows:

- a) Calling of the roll and certifying of proxies
- b) Proof of notice of meeting or waiver of notice
- c) Reading and disposal of minutes
- d) Reports of Officers
- e) Reports of Committees
- f) Appointment of Judge of Elections, Ass't, 3 Tellers
- g) Unfinished business
- h) New Business
- i) Report of Judge of Elections
- j) Adjournment

ARTICLE 3 -- DIRECTORS

3.1 Membership. (a) The affairs of the Association shall be managed by a Board of nine (9) Directors and three (3) Alternate Directors. Each Alternate Director shall attend all Board Meetings and be prepared to serve, in alphabetical order as required, in the absence of a Director at the request of the chair, but shall not have the right to vote except when serving in the place of a Director.

(b) At the first Annual Meeting after the adoption of these revised By-Laws, five (5) of the nine (9) Directors receiving the highest number of votes shall be designated to serve for two years, and the next four (4) shall serve for one year. Thereafter Directors shall be elected to vacancies each year for two-year terms. Alternate Directors shall serve for one-year terms, until the next Annual Meeting of the Association.

3.2 Election of Directors and Alternates

(a) Election of Directors and Alternate Directors shall be held at the Annual Members' Meeting in February of each year.

(b) At the November meeting of the Board of Directors, a Nominating Committee of five Unit Owners who are not Directors shall be elected for the purpose of nominating Directors and Alternate Directors to fill the vacancies which will occur on the Board at the next Annual Meeting. The Committee shall nominate at least as many candidates as there shall be vacancies to fill and as many more as they may find among the Unit Owners who possess the ability and skills to perform the tasks and to solve the problems of the Association, and who have expressed a willingness to act as a Director and Officer of the Association. The Report of the Nominating Committee shall be presented to the General Meeting of the Members in December of said year and immediately thereafter in writing to each Unit Owner with a copy of the next section, 3.2 (c) of these By-Laws.

(c) Additional nominations of Directors and/or Alternates may be made by petition signed by at least five (5) Unit Owners and accompanied by a signed statement of assent from each such nominee. Such petitions shall be filed with the Chairman of the Nominating Committee not later than January 5th of that particular year, for inclusion on the Official Ballot.

(d) Not less than three (3) weeks prior to the date of the Annual Membership Meeting in February, a copy of the full list of Nominations of Directors and Alternates together with a brief paragraph of introduction to each nominee including qualifications, shall be delivered to each Unit Owner -- or by first-class mail to those not in residence here at that time -- explaining and offering an Absentee Ballot or Proxy if requested.

(e) Absentee Ballots shall be made available to all Unit Owners who cannot be present at the Annual Meeting. Such Absentee Ballots shall be cast in a sealed unmarked envelope to be mailed or delivered in another envelope addressed to the Secretary of the Association who shall present these sealed envelopes to the Judge of Elections to be opened by him in the presence of the Tellers when all the other ballots cast in the said election are tallied. The Secretary shall keep a record of those who return absentee ballots to be checked at the Annual Meeting to avoid duplicate voting. (see 2.6 (a) re: Proxies)

3.3 The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election.

3.4 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director and Alternate, personally or by mail or telephone, and posted in a prominent place at least three days prior to the day named for such meeting.

3.5 Special meetings of the Board of Directors may be called by

the President, or in the absence of the President by the Vice President, and must be called in not less than three (3) days by the Secretary at the written request of at least four (4) Directors. Such notice also shall be posted in a prominent place.

3.6 Waiver of notice. Any Director or Alternate may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.7 A quorum at a Board of Directors Meeting shall consist of a majority of all the Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.8 Adjourned Meetings. If at any meeting of the Board of Directors 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.

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

3.10 The presiding officer at meetings of the Board of Directors shall be the President. In the absence or disability of the President, the Vice President shall preside.

3.11 The Order of Business at Board of Directors' Meetings shall be as follows:

- a) Calling of the roll
- b) Proof of due notice of meeting
- c) Reading and disposal of minutes
- d) Reports of Officers and Committees
- e) Election of Officers -- at Organization meeting
- f) Unfinished business
- g) New business
- h) Adjournment

3.12 No Director, Alternate, or Officer shall receive any fee or compensation for services in such capacities.

3.13 Any Director who fails to attend three (3) consecutive meetings of the Board without reasonable excuse shall be removed from office by a two-thirds vote of the entire Board of Directors.

ARTICLE 4 --- POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised by the Board of

Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

ARTICLE 5 -- OFFICERS

5.1 The Executive Officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary, and a Corresponding Secretary, each of whom shall be a duly elected Director of the Association. All officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the majority of all the Directors. No person may hold more than one executive office.

5.2 The President shall be the chief executive officer of the Association. He shall have all the powers and duties usually vested in the office of President of a corporation or Association, including but not limited to the power to appoint committees from among the Unit Owners from time to time, as he in his discretion may deem appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all Meetings of the Unit Owners and of the Board of Directors. He shall be an ex-officio member of all committees. No President shall serve more than three consecutive terms.

NOT
AMENDED 5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 The Secretary shall keep the Minutes of all proceedings at the meetings of the Board of Directors and of the Members of the Association. He shall have custody of the SEAL of the Association, and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors and/or the President. The Corresponding Secretary shall attend to the giving and serving of all notices to the Members of the Association and to the Members of the Board of Directors and other notices required by law, and such other duties as may be required by the Directors or the President.

NOT
AMENDED 5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of all employees shall be fixed by the Board of Directors.

ARTICLE 6 -- FISCAL MANAGEMENT

6.1 The provisions for fiscal management of the Association are

set forth in the Declaration of Condominium, the Articles of Incorporation and the Condominium By-Laws. The records of fiscal management shall be maintained in accordance with sound accounting practices.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimate funds required to defray the common expense and to provide and maintain funds for accounts and reserves according to good accounting practices. In no year shall the estimated expense exceed 115% of the budget for the prior year unless 80% of the Unit Owners approve.

6.3 Assessments. Based on the budget, funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions or percentages provided in the Declaration of Condominium and any amendments thereto. Said assessments shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessment is made and shall be due and payable on the first day of each month in advance, unless otherwise required by the Board of Directors. Special assessments, should such be approved by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

6.4 Acceleration of payment of installments of assessments. If an apartment owner shall be in default in the payment of an installment of any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice to the apartment owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery or mailing of such notice to the Unit Owner.

6.5 Default in Payment of Any Assessment, Lien. In addition to the foregoing paragraph 6.4, in the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law including but not limited to those provided by the Condominium Act, and the liability for a reasonable attorney's fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit while the action is pending, to be fixed by the Board of Directors, and the Association shall be entitled to the appointment of a receiver to collect it. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing it.

6.6 Violations by Unit Owner; Remedies. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, or Rules and Regulations adopted pursuant to any of the foregoing docu-

ments as they may be amended or added to from time to time, the Association by direction of its Board of Directors may notify the Unit Owner by written notice of said breach, delivered by hand or transmitted by mail. If such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration of Condominium, the Articles of Incorporation, the By-Laws or Rules and Regulations thereunder, and the Association may then pursue any remedy available. Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association for its reasonable attorney's fees and court costs incurred in bringing such action. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against such Unit with the same force and effect as if the charge were a part of the Common Expenses attributable to such Unit Owner.

6.7 Liability of Unit Owners. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his guests, employees, agents or lessees, but only to the extent that such expense is not met by any insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by the misuse or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required, as provided herein, shall be charged to said Unit Owner as a specific item which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses attributable to such Owner's Unit.

6.8 Capital Expenditures. The Board of Directors may not expend from operating or reserve accounts for Capital Improvements or additional Personal Property which shall be part of the Common Elements an amount in excess of Five Hundred Dollars (\$500.00) for a single item or purpose without approval of the Unit Owners.

6.9 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of funds from such accounts shall be only by checks or withdrawal slips signed by such persons as are authorized by the Board of Directors.

6.10 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each Unit Owner not later than the Annual Meeting in February of the year following the year for which the audit is made.

ARTICLE 7 -- INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE 8 -- PARLIAMENTARY RULES

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

ARTICLE 9 -- AMENDMENTS

9.1 Amendments to these By-Laws may be proposed by a majority of the members of the Board of Directors or by ten (10) Unit Owners, and must be submitted in writing to the Secretary.

9.2 Notice of the proposed amendment shall be included in the notice of the meeting of the Association Members (Unit Owners) at which the proposed amendment is to be considered, with absentee ballots available to Unit Owners who cannot attend. The approval of sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Association is required for approval of such amendment.

9.3 No amendment may be adopted which shall discriminate against any apartment owner nor against any class or group of apartments unless the apartment owners affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

9.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

The foregoing were duly adopted as Amendments to the By-Laws of Golf's Edge Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida by the Directors at a meeting of the Board of Directors on the fifth day of January 1976 and by more than 80% vote of the Unit Owners of Golf's Edge Condominium Association.

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