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Clearwater, Florida 33761-2655

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA

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**CERTIFICATE OF AMENDMENT TO BYLAWS OF  
LAKE FOREST CONDOMINIUM ASSOCIATION, INC.  
AN EXHIBIT TO  
THE DECLARATION OF CONDOMINIUM FOR  
LAKE FOREST, A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Lake Forest Condominium Association, Inc. (the "Association") held on April 22, 2002, at which a quorum of the voting interests were present, the attached Amendment to the Bylaws of the Association were duly adopted by the Board of Directors and the membership as required by Article 14, Section 14.2(a). The Bylaws are an exhibit to the Declaration of Condominium for Lake Forest, a Condominium, originally recorded in Official Records Book 6000, Page 1082, Public Records of Pinellas County, Florida, and as it exists as originally recorded and subsequently amended. The Condominium Plat related thereto is found in Condominium Plat Book 84, Page 56, aforesaid records.

IN WITNESS WHEREOF, LAKE FOREST CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 29 day of April, 2002.

LAKE FOREST CONDOMINIUM  
ASSOCIATION, INC.

Debra K. Agamaitte  
Signature of Witness #1  
Debra K. Agamaitte  
Printed Name of Witness #1  
Colleen A. Morton  
Signature of Witness #2  
Colleen A. Morton  
Printed Name of Witness #2

By: [Signature]  
Signature  
Patricia B. Sullivan  
Printed Name and Title

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 29 day of April, 2002 by Patricia B. Sullivan, as Resident of Lake Forest Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires  
  
DEBRA K. AGAMAITE  
MY COMMISSION # CC 749837  
EXPIRES: June 9, 2002  
Bonded Thru Notary Public Underwriters

Debra K. Agamaitte  
Notary Public - State of Florida at Large

**ADOPTED AMENDMENTS TO BYLAWS OF  
LAKE FOREST CONDOMINIUM ASSOCIATION  
OF PINELLAS COUNTY, INC.**

Insertions are underlined; deletions are ~~stricken through~~

**1. Amend Article 2, Section 2.1(a) of the Bylaws to read as follows:**

ARTICLE 2

BOARD OF DIRECTORS

Section 2.1 NUMBER AND QUALIFICATION.

- (a) The affairs of the condominium and the association shall be governed by a board of directors consisting of ~~no less than three (3) members and no more than seven (7) persons~~ members, all of whom, ~~excepting the members of the board of directors elected by the developer,~~ shall be unit owners. Should any unit be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any shareholder, director, officer, general partner or employee of such owner shall be eligible to serve as a director. At any meeting at which directors are to be elected, the unit owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or the corporation statutes of the State of Florida.

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**2. Amend Article 2, Sections 2.5(b) and (c) of the Bylaws to read as follows:**

ARTICLE 2

BOARD OF DIRECTORS

\* \* \* \*

Section 2.5 POWERS OF BOARD OF DIRECTORS.

\* \* \* \*

- (b) The board has the power to adopt and amend rules and regulations (the "Regulations") as authorized by Section 5.3(a) of the Articles, except the power to adopt or amend the regulations shall be limited so that all regulations and their amendments (except the initial regulations and their amendments) shall be repealed if written notice of an objection to any regulation or amendment is filed by a majority of the members within ninety days after notice of the adoption of the regulation or amendment is furnished to the members. The regulations of the association, until amended, shall be as set forth in Exhibit "1" attached hereby by reference, and as supplemented by the following provision which is intended to clarify all previously Regulations on the subject matter, and be operative

in connection with future Regulations which may address the subject matter:-

- (1) Pets. A unit owner may keep no more than two (2) domesticated dogs in his or her unit at any time, neither of which can be more than eighteen (18) inches in height. Domesticated cats, fish, birds, and hamsters are permitted in condominium units, provided they are properly confined or caged, and provided they are not bred for commercial purposes. No other pets of any kind shall be permitted in any unit. All such pets must be inoculated as required by law, and registered with the board of directors of the association. Those animals that are permitted are only allowed on the common elements or limited common elements, provided they are caged or leashed. Unit owners or other residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be prima facia evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the board. The board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise, shall be conclusive, provided the owner is given notice of the intended board action and an opportunity for a hearing prior to board action. A unit owner shall be responsible for all violations of these Regulations by renters, lessees, guests or other persons of his units, and said unit owner shall be subject to such fines or penalties as the association imposes for each violation. Any unit owner or other resident who keeps any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the association and each unit owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the condominium. Any pets properly residing within a unit at the time of adoption of this amendment shall be allowed to continue in residence despite provisions within this paragraph which would make their presence otherwise non-conforming, provided they are registered with the board of directors within twenty (20) days following adoption of this amendment. No such non-conforming pets may be replaced upon their demise, or permanent removal from the property, if such replacement shall constitute a violation of this paragraph as amended. The rights hereby granted shall also be subject to any and all regulations concerning animals that may be established from time to time by the association. The restrictions of this section shall not apply to a domestic pet trained to assist a sight or hearing impaired unit owner or occupant, such as a "seeing-eye dog", provided the owner of such pet registers the same with the board and furnishes reasonable evidence of the existence of the handicap or the

impairment of the resident, and the training and certification of the pet.

Amended regulations shall be maintained by the Secretary and furnished to each member when changed by the board.

- (c) ~~The directors may, pursuant to Florida Statutes 617.10(3) impose fines in such reasonable sums as they deem appropriate, not to exceed \$50.00 against unit owners for violations of the condominium documents, including the rules and regulations, by owners or their guests or lessees and to collect the same as an assessment. Each day of violation shall be a separate violation. No fine shall be imposed until the owner(s) has been given an opportunity to be heard before the board. The board of directors may levy a fine against a unit owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, these Bylaws, or the Rules or Regulations, and a separate fine for each repeat or continued violation; provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The board of directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority. Additionally, the Board may tow unauthorized vehicles or vehicles improperly parked on the common elements.~~

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3. Amend Article 5, Section 5.8 of the Bylaws, to read as follows:

ARTICLE 5

MEETINGS OF MEMBERSHIP

\* \* \* \*

- 5.8 ELECTION OF NEW DIRECTORS. ~~Within sixty days after unit owners other than the developer are entitled to elect a member or members of the board (as defined by Section 718.301 of the Condominium Act) the association shall call and give not less than thirty days nor more than forty days' notice of a membership meeting to be held for the purpose of electing such new directors. Such meeting may be called and notice given by any unit owner if the association shall fail to do so in the time required. The election of directors shall be held at the annual members' meeting in accordance with the election procedures required by the Florida Statutes and as adopted by the Division of Florida Land Sales, Bureau of Condominiums, as existing from time to time.~~

\* \* \* \*

4. To delete Article 9, Sections 9.2, 9.3, 9.4, 9.5, and 9.6 of the Bylaws in their entirety, and to substitute in lieu thereof the following (substantial rewording; see existing text for language being deleted):

ARTICLE 9

INSURANCE

\* \* \* \*

Section 9.2 COVERAGE. The insurance which shall be carried upon the condominium property, including the units, common elements and association property shall be as follows:

- (a) Casualty. Except as otherwise provided herein, the association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire condominium, including Association property, the common elements, the unit boundaries, and the personal property of the association, for the full replacement or insurable value thereof, provided the board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the association, through its board of directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), or the applicable provisions of the Florida Statutes. The original policy of insurance shall be held by the association, and lenders shall be furnished, upon request, mortgage endorsements covering their respective interests. Each unit owner shall be responsible for insuring personal property located within the unit; ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the unit boundaries, and for such of the afore-stated equipment if the same is located outside the unit boundaries, provided it serves only the condominium unit and is the maintenance responsibility of the unit owner; and any improvements made within the unit which are not covered by the association policy. The owners shall also be responsible to insure any portion of the condominium property which may be removed from association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the association and paid for as part of the common expenses, if so authorized by the association's board of directors, unless prohibited by law.
- (b) Liability Insurance. The association shall obtain and maintain public liability insurance covering all of the common elements and association property and insuring the association and the unit owners as their interest

may appear in such amount as the board of directors may deem appropriate. The board of directors shall have authority to compromise and settle all claims against the association or upon insurance policies held by the association. The unit owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the owner's unit, as the owner may deem appropriate.

- (c) Worker's Compensation. Such worker's compensation coverage as may be required by law.
- (d) Other Insurance. Such other insurance as the board of directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage, flood insurance, and insurance for the benefit of its employees.
- (e) Deductible and Other Insurance Features. The board of directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

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5. Amend Article 10, Sections 10.3(a)(1) and (2) of the Bylaws, to read as follows:

ARTICLE 10

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

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Section 10.3 DISBURSEMENT OF CONSTRUCTION FUNDS.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the board as insurance trustee from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Fifty One Hundred Thousand Dollars, then the construction fund shall be disbursed in payment of such costs upon order of the board; provided, however, that upon request of twenty percent of the mortgagees (based upon one vote for each mortgage owned), such fund shall be disbursed pursuant to paragraph (2).

(2) If the estimated cost of reconstruction and repair is ~~fifty thousand dollars~~ One Hundred Thousand Dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Florida and employed by the board as insurance trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sums so requested.

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6. **Amend Article 10, to add a new Section 10.6 to the Bylaws, to read as follows:**

ARTICLE 10

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

\* \* \* \*

Section 10.6 MORTGAGEE NOTIFICATION. In the event that any mortgagee wishes to participate in any voting or in any other decisions to be made by the association as required by Articles 9 and 10 of these Bylaws, such mortgagee must provide a contact name, address and such other information to the association as association may require.

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7. **Amend Article 11, Sections 11.1, 11.2, 11.3, 11.4, 11.5, and 11.6 of the Bylaws, to read as follows:**

ARTICLE 11

TRANSFER REQUIREMENTS

~~Section 11.1 OPTION GRANTED. In the event any unit owner wishes to sell, transfer, rent, or lease his unit, the association shall have the option to purchase, rent or lease the unit upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease the unit without prior approval of the association shall be deemed a breach of these Bylaws, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant, lessee; provided, however, any deed or lease may be validated by subsequent approval of the association in the event of a sale or lease without prior approval as herein provided. Provided further, however, that any institutional mortgagee(s) has no duty to inquire as to whether an approval of the association was obtained prior to the conveyance. The mortgage lien of institutional mortgagee(s) shall not be invalidated in the event the approval procedure provided in this Article 11 is not followed.~~ SALE, TRANSFER, CONVEYANCE, OR LEASE. In order to maintain a

community of congenial residents and thus protect the value of the condominium, the sale, lease and mortgaging of condominium units by any owner shall be subject to the following provisions:

Section 11.2 ~~PROCEDURE. Should a unit owner wish to sell, transfer, lease, or rent his condominium unit, he shall, before accepting any offer to purchase, sell, lease or rent his condominium unit, deliver to the board of the association a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five days from receipt of such notice) as may be required by the board of the association.~~ TRANSFERS SUBJECT TO APPROVAL. No unit owner shall dispose of a unit or any interest therein by sale, except to a member of the Association, a spouse or trust of which the owner, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association, as follows:

(1) Within a reasonable time, not less than twenty (20) days prior to the sale, transfer or conveyance of the unit, a unit owner or his agent shall apply to the association for approval of such sale, transfer, or conveyance on the application form prescribed by the association. The owner or the grantee shall furnish such information as the association may reasonably require, including a copy of the proposed contract of sale signed by the proposed purchaser, and the prospective purchaser shall make himself or herself available for a personal interview by the screening committee prior to the approval of such sale, transfer, or conveyance. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the purchaser to appear for a personal interview. It shall be the owner's obligation to furnish the purchaser with a copy of all pertinent condominium documents including the Declaration of Condominium, these Bylaws, and the current Rules.

Section 11.3 ~~ASSOCIATION PROCEDURE. It shall be the duty of the association to notify the unit owner of approval or disapproval of such proposed sale, transfer, or conveyance within ten (10) days after receipt of the application on the prescribed form with all required information and the personal interview of the proposed grantee, whichever date last occurs.~~

(a) ~~The board of the association, within ten days after receiving such notice and such supplemental information as is required by the board, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the association, or one or more persons, other than unit owners, who are willing to purchase, lease or rent upon the same terms as those specified in the unit owner's notice.~~ DISAPPROVAL. If a proposed sale, transfer, or conveyance is disapproved by the association, the unit owner shall be so advised in writing, and the sale, transfer, or conveyance shall not be made. Any sale, transfer, or conveyance made in violation of these Bylaws shall be voidable, and the association may institute suit in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys fees incurred by the association, both at trial and appellate levels. Reasons for disapproval may include:



1. Prior conviction of, or plea of no contest to, a felony criminal charge;
2. A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living;
3. A history evidencing financial irresponsibility, including, but not limited to, claims and/or judgments against the applicant; or
4. Non-compliance with any other provision within these Bylaws with regard to occupancy.

(b) ~~The stated designee of the board shall have fourteen days from the date of the notice sent by the board within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the board. Failure of the board to designate such person(s) or failure to such persons(s) to make such binding offer within the fourteen day period shall be deemed consent by the board to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease rent said interest pursuant thereto to the prospective purchaser or tenant named therein within sixty days after his notice was given.~~ PRIOR WRITTEN APPROVAL. Any attempt to sell or lease a unit without the prior written approval of the association shall be deemed a breach of these Bylaws, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser or lessee; provided, however, any deed or lease may be validated by subsequent approval of the association in the event of a sale or lease without prior approval as herein provided.

(c) ~~The consent of the board of the board of the association shall be in proper recordable form, signed by two officers of the association and shall be delivered to the purchaser or lessee. Should the board fail to act, as herein set forth, and within the time provided herein, the board of the association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the board as herein set forth.~~

Section 11.4 FURTHER COMPLIANCE. In the event the sale or lease to a third party is approved by the board of the association but is not ultimately consummated or the unit owner withdraws his offer to the association or rejects the offer of the stated designee of the association, the unit owner may not sell, lease or rent his unit without further complying with the terms and conditions of this Article 11.

Section 11.5 LEASE RESTRICTION. ~~No unit owner may lease or rent a unit for a lease period of less than ninety (90) consecutive days. The association shall have the right to require that a substantially uniform form of lease be used or, in the alternative, the board's approval of the lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented.~~ All leases shall be subject to prior approval of the association, and handled in accordance with the following provisions of this paragraph.

(a) All leases shall be subject to prior approval of the association. For purposes hereof, occupancy of a unit by a person or persons in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of either the owner or his spouse, shall be treated as a lease, and must be approved by the association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the association for approval of such lease on the application form prescribed by the association. The owner or the intended lessee shall furnish such information as the association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such lease. The association may require the payment of a preset screening fee or application fee simultaneously with the request for approval of the leasing of a unit, said screening fee to be set by the board from time to time, and shall be in conformance with applicable law. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent documents including the Declaration, the Bylaws, and current Rules.

(b) Reasons for disapproval may include:

1. Prior conviction of, or plea of no contest to, a felony criminal charge;
2. A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living;
3. In the case of a lease with option to purchase, a history evidencing financial irresponsibility, including, but not limited to, claims and/or judgments against the applicant; or
4. Non-compliance with any other provision within the Declaration or these Bylaws with regard to occupancy, including, but not limited to, any required lease term.

(c) Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with the Declaration, the Bylaws, and all other documents governing or affecting the condominium; shall contain a provision appointing the association as agent for the owner so the association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the association upon receipt of written notification from the association that the owner is delinquent in paying assessments; and if the lease does not so provide it shall be deemed to include such provisions. A uniform lease addendum meeting these requirements, in a form satisfactory to the association, shall be made available by the association. The owner shall not be relieved of any liability or

responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions.

- (d) The association has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current. The association also has the right to require, as a condition to permitting the leasing of a unit, the depositing with the association of a security deposit up to the highest amount allowable by law. Upon termination of occupancy of the unit by the lessee, the association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the common elements or association property or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them.
- (e) It shall be the duty of the association to notify the unit owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application for lease on the prescribed form with all required information and the personal interview of the proposed lessee, whichever date last occurs.
- (f) General Provisions Regarding Leasing. Only entire units may be rented. Rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units without approval of the board in the manner provided. Units may only be occupied by tenants as a single family residence. Single family shall include one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit.] All leases shall be for a minimum period of ninety (90) days. An owner of a leased unit may not use any portion of the common elements except as a guest. Occupancy shall only be permitted in accordance with all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the condominium.
- (g) Disapproval of Leasing by Association. If a proposed lease is disapproved by the association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of these Bylaws shall be voidable, and the association may institute suit to evict the tenant, in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the association, both at trial and appellate levels.

Section 11.6 ~~FEE. No fee shall be charged in connection with the proposed~~ The association shall require the payment of a preset application fee simultaneously with submission of a notice or application for transfer, sell, rent or lease, or approval excess of the expenditures reasonably required for credit report expenses which shall not exceed fifty dollars said application fee to be set by the board of directors from time to time, up to the maximum amount allowed by law.

\* \* \* \*

8. Amend Article 12, Section 12.1(a) of the Bylaws, to read as follows:

ARTICLE 12

OPERATION OF THE CONDOMINIUM PROPERTY

Section 12.1 MAINTENANCE, REPAIR, REPLACEMENT AND OTHER COMMON EXPENSES.

(a) By the Board of Directors. The board association shall be responsible for the maintenance, repair and replacement (~~unless, if in the opinion of not less than eighty percent of the board such expense was necessitated by the negligence, misuse or neglect of a unit owner~~) of all of the common elements (including any limited common elements) as defined herein or in the Declaration, whether located inside or outside of the units, the cost of which shall be charged to all unit owners as a common expense; provided, however, that each unit owner shall perform normal maintenance on any limited common elements appurtenant to his unit and any portion of the remaining common elements which the board pursuant to the regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof. The Association has a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance an operation of the property.

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9. Amend Article 12, Section 12(1)(c) of the Bylaws, to read as follows:

ARTICLE 12

OPERATION OF THE CONDOMINIUM PROPERTY

\* \* \* \*

Section 12.1 MAINTENANCE, REPAIR, REPLACEMENT AND OTHER COMMON EXPENSES.

\* \* \* \*

(c) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subsections (a) and (b) above, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit "2" hereto, and as supplemented by the following provisions intended to provide greater clarity:

(1) The association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit.

(2) The owner's responsibilities include, without limitation, the electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit, including the circuit breaker panel and all electrical wiring going into the unit from the panel, and any other facilities or fixtures which are located or contained entirely within the unit and serve only the unit. Any work to be done on the common elements must be approved by the association, and the association has the option of performing the necessary work and assessing the owner for the cost.

(3) If a unit owner makes any modifications, installations or additions to his unit, the common elements, or the limited common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property.

(4) If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required in these Bylaws, the association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or limited common element, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the business judgment of the board of directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the association in performing work within the unit as authorized by these Bylaws shall be charged to the unit owner, together with reasonable attorney's fees and other expenses of collection, if any.

(5) The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, and any limited common elements appurtenant to the unit as provided in these Bylaws, and personal property therein, in a such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The association may, but is not obligated to, repair the damage with the prior consent of the owner.

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10. Amend Article 12, Sections 12.2 and 12.3 of the Bylaws, to read as follows:

ARTICLE 12

OPERATION OF THE CONDOMINIUM PROPERTY

\* \* \* \*

Section 12.2 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD OF DIRECTORS. ~~Except during the period that the developer controls the board, whenever~~ Whenever in the judgment of the board the common elements shall require additions, alterations or improvements costing in excess of ~~one thousand dollars (\$1,000) during any period of twelve consecutive months~~ five (5%) percent of the annual operating budget of the association, including reserves, the making of such additions, alterations or improvements requires the prior approval of a majority of the unit owners, and the board shall assess all unit owners benefitted for the cost thereof as a common expense. Any additions, alterations or improvements costing ~~One Thousand Dollars (\$1,000) or less during any period of twelve consecutive months~~ less than this amount may be made by the board without approval of the unit owners and the cost thereof shall constitute a common expense. ~~The One Thousand Dollar (\$1,000) limitation shall be increased annually by the percentage equal to any percentage increase in the annual budget of the condominium. Notwithstanding the foregoing, if, in the opinion of not less than eighty percent of the members of the board, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the unit owner or unit owners requesting the same, such requesting unit owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the board. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required. The cost of such alteration or improvement shall be a common expense and so assessed.~~

Section 12.3 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE UNIT OWNERS. No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent of the board. No unit owner shall paint or alter the exterior of his unit, including the doors and windows, nor shall any unit owner paint or alter the exterior of any building, ~~or in any manner change the exterior appearance of any portion of the condominium~~ without the prior written consent of the board, which approval may be denied if the board of directors determines that the proposed modifications or alterations would adversely affect, or in any manner be determined to affect, the condominium. Any proposed modifications or additions, where visible from the outside of the unit, are subject to regulation by the board of directors. The board shall be obligated to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within forty-five days after such request, and failure to do so within the stipulated time shall constitute a consent by the board to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any unit requires execution by the association, and provided consent has been given by the board, then the application shall be executed on behalf of the association by the board only, without however incurring any liability on the part of the

board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

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11. Amend Article 13 of the Bylaws to read as follows:

ARTICLE 13

PARLIAMENTARY RULES

The board may adopt rules and regulations which Robert's Rules of Order (latest edition) shall govern the conduct of the association and Board meetings when not in conflict with the Articles of Incorporation or these Bylaws where consistent with applicable law.

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END OF ADOPTED AMENDMENTS