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CFN 20040194405
OR BK 16784 PG 1754
RECORDED 04/08/2004 15:21:01
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

SECRETARY'S CERTIFICATE

The undersigned, Jack Hickey, Secretary of HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, certifies that attached hereto is a true and correct copy of the Third Amendment to By-Laws of Heatherwood of Boca Raton Condominium Association, Inc. (hereinafter "Third Amendment to By-Laws") which Third Amendment to By-Laws was approved by a three-fourths vote of members of the Condominium Association, has not been in any way rescinded, annulled or revoked, is in full force in effect and constitutes a valid amendment of the By-Laws attached to the Heatherwood Condominium Declaration of Condominium recorded September 5, 1985 in O.R. Book 4643, Page 322, as amended by Amendment to Declaration of Condominium for Heatherwood Condominium recorded June 5, 1986, in O.R. Book 4898, Page 1434, and which Third Amendment to By-Laws replaces and supplants both the First Amendment to By-Laws of the Condominium Association recorded April 11, 2001, in O.R. Book 12450, Page 822, as well as the Second Amendment to By-Laws of the Condominium Association recorded January 13, 2004, in O.R. Book 16439, Page 1688, each as recorded in the Public Records of Palm Beach County, Florida.

Sworn to and subscribed before me this 5 day of April, 2004.

HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.,
A Florida not-for-profit corporation

By: Jack Hickey
Jack Hickey, Secretary

(NOTARY ACKNOWLEDGMENT ON NEXT PAGE)

STATE OF FLORIDA

SS:


COUNTRY OF PALM BEACH

I HEREBY CERTIFY that on this 2 day of April, 2004, before me, an officer duly qualified to take acknowledgement, personally appeared **Jack Hickey, as Secretary of Heatherwood of Boca Raton Condominium Association, Inc.**, to me and known to me to be the same person described in and who executed the foregoing instrument, and duly acknowledged execution of such instrument.

Jayne Gelfand
Notary Public - State of Florida

Jayne Gelfand
Printed Name of Notary

My Commission Expires: _____
Commission Number: _____

 Jayme Gelfand
My Commission DD033228
Expires July 30, 2005

This is not a certified copy

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BY-LAWS
OF
HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.

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**THIRD AMENDMENT TO
BY-LAWS
OF
HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I.

General

Section 1. The name of the corporation shall be HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., and shall be referred to herein as the "Condominium Association."

Section 2. The principal office shall be located at Glen Management Services, Inc., 301 West Camino Gardens Boulevard, Second Floor, Boca Raton, Florida, 33432, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such place as the Board of Directors may from time to time determine.

ARTICLE II.

Membership

Section 1. This Condominium Association has been organized for the purpose of managing, operating and maintaining HEATHERWOOD CONDOMINIUM.

Section 2. All owners of Condominium Parcels in said Condominium shall automatically become members of the Condominium Association upon acquisition of their ownership interest as provided in the Declaration of Condominium appertaining thereto as recorded in the Public Records of Palm Beach County, Florida. Transfer of ownership in a Condominium Parcel, either voluntarily or by operation of law, shall automatically terminate the membership in the Condominium Association of the owner of such Condominium Parcel. Transfer of ownership in a Condominium Parcel, by way of inheritance, probate, or such other manner which may be effective by operation of law, shall entitle the beneficiary to automatic membership in the Condominium Association, notwithstanding the review and approval rights otherwise granted to the Board of Directors in these By-Laws or the Heatherwood Condominium Declaration of Condominium.

Section 3. In the event of dissolution of the Condominium Association for any cause, members in good standing at the time of such dissolution shall be entitled to participate in the final distribution of the Condominium Association's assets to the extent of their ownership interest in the assets then held by the Condominium Association for the benefit of the Condominium by virtue of which the owners then hold their membership in the Condominium Association, all as more fully provided in the Declaration of Condominium.

ARTICLE III.

Meetings of Members

Section 1. The annual meeting of members shall be held during the month of November of each year at the principal office of the Condominium Association or other designated place. Written notice shall be given at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. Unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each owner. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, attesting that notices of the Association's annual meeting were mailed or hand-delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.

Section 2. Any approval by unit owners called for by Chapter 718 of the Florida Statutes, or the Declaration of Condominium or these By-Laws, shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Florida Statutes, the Declaration of Condominium, and these By-Laws, relating to unit owner decision-making except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these By-Laws or the Declaration of Condominium or any Florida Statute which provides for the unit owner action. Unit Owners may waive notice of special meetings if allowed by these By-Laws, the Declaration of Condominium or any Florida Statute.

Section 3. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Common Expenses to the unit owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the annual budget will be considered and

adopted. If an adopted budget requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written application to the Board by ten percent (10%) of the voting interests of the Condominium, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than the majority vote of all the voting interests of the Condominium. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting, or by a majority of all the voting interests, in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. The unit owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget.

Section 4. Notice of the time and place of any special meeting called pursuant to these By-Laws shall be given to each unit owner at least fourteen (14) days prior to the date of such meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the date of such meeting, except in the case of a bona fide emergency, in which case the notice of the special meeting shall be given as soon as possible by mail, or other reasonable means, after the decision to call the meeting is made.

Section 5. The President or, at the sole discretion of the President, any other member of the Board of Directors designated by the President, shall preside at all meetings. All meetings shall be conducted in accordance with *Robert's Rules of Order*.

Section 6. At every meeting, the owners of each Condominium Parcel shall be entitled to cast one vote for each Condominium Parcel owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and shall be entered of record by the Secretary in the minutes of the meeting. Proxies shall only be effective for the specific meeting for which originally given, and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at anytime at the pleasure of the unit owner executing it. All proxies shall be in such form and utilized in such manner as may be required by the applicable Florida Statutes and Florida Administrative Code.

Section 7. If a unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the Condominium Association before each meeting the name of the joint owner authorized to cast the vote for the Condominium Parcel. If the Condominium Parcel is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation and filed with the Secretary of the Condominium Association before each meeting. If joint owners or a corporate owner of a unit fail to designate the person to cast the vote for the Condominium Parcel for a particular meeting, then the last person so designated to cast such a vote as reflected by the records of the Secretary of the Condominium Association shall be authorized to cast such vote. As to each Condominium Parcel, the authorized voter may cast one vote for as many persons as there are Directors to be elected. However, the authorized voter for any single Condominium Parcel may not cast more than one vote for a particular candidate (i.e. if five Directors are to be elected, an authorized voter may cast up to five votes, but may not cast more than one vote for any single candidate).

Section 8. A quorum for the transaction of business at any meeting of the members of the Condominium Association shall consist of a majority of the membership interests of the Condominium Association, however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting unless the question is one which, by express provision of applicable Florida Statutes or Florida Administrative Code, the Declaration of Condominium, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control the determination of such question.

Section 9. A complete list of the members entitled to vote at each annual or special meeting of the membership shall be furnished and certified by the Secretary of the Condominium Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV.

Board of Directors

Section 1. The business and property of the Condominium Association shall be managed by a Board of not less than three (3) and not more than seven (7) Directors, such number to be determined annually by vote of the then existing Board of Directors, at a meeting of the Board of Directors to be held no less than sixty (60) days prior to the annual meeting of members.

Section 2. In order to qualify to serve as a member of the Board of Directors, one must be a member of the Condominium Association, and said member's primary place of residence must be the Condominium Parcel.

Section 3. To the extent that there are two or more eligible candidates for any position on the Board of Directors to be filled as a result of expiration of term, resignation or death, Directors shall be elected by the members at the (i) annual meeting of members, or (ii) by election of the members at a duly noticed meeting called for the purpose of filling such position. In the event of a vacancy or vacancies on the Board of Directors as a result of recall of one or more, but less than a majority, of the members of the Board of Directors, the Board shall appoint a replacement until the next regular election. If a majority of the members of the Board of Directors are recalled, then a general election shall be called for the purpose of filling such open positions.

Section 4. The process for election of members of the Board of Directors shall comply with the mandates of the applicable Florida Statutes and Florida Administrative Code, as may be amended from time to time, including but not limited to the specific election procedures set forth in Section 61B-23.0021, *Florida Administrative Code*. The organizational meeting of the Directors shall be held at the same place as the members' meeting, and immediately after the adjournment of same.

Section 5. Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the President, and in the President's absence, by the Vice-President or by any two (2) members of the Board of Directors.

Section 6. Notice of all regular and special meetings shall be mailed to each Director by the Secretary or a designee of the Secretary, at least five (5) days prior to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Except in the case of an emergency, notice of all annual and special meetings of the Board of Directors shall be

conspicuously posted forty-eight (48) hours in advance of such meetings for the attention of all members of the Condominium Association.

Section 7. A quorum for the transaction of business at any annual, regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time.

Section 8. The Directors shall elect by majority vote the officers of the corporation at the Director's organizational meeting immediately following each annual meeting of the members of the Condominium Association. All officers except the Secretary and Treasurer and their respective assistants, if any, shall be members of the Board of Directors.

Section 9. At the first election following the adoption of these amended By-Laws, the terms of office of the members of the Board of Directors, subject to the limitation on two years consecutive Board service as provided for below, which shall mean that Directors who have served for one year may be elected to a term of no greater than one year, shall be staggered in the following manner:

- i. If the Board of Directors is to be comprised of three (3) members, the member with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- ii. If the Board of Directors is to be comprised of four (4) or five (5) members, the two (2) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- iii. If the Board of Directors is to be comprised of six (6) or seven (7) members, the three (3) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year.

In the event of a tie, or in the event that no elections are held due to a lack of candidates to compete for membership upon the Board of Directors, then the members of the Board of Directors shall, by majority vote, determine which of the members of the Board of Directors (according to the number of Directors on the Board as set forth in this section) shall serve the two (2) year term. If a member of the Board of Directors is appointed to fill a vacancy on the Board, such member shall serve until the next regular election; such appointed Director shall serve for a term of less than one year.

In order to encourage service on the Board of Directors among members of the Association, effective with the first notice of election following adoption of these by-laws, members of the Association who have served on the Board of Directors for two (2) consecutive years shall not be eligible to serve on the Board in the following year. A Director may serve no more than two years consecutively, and then must wait another full year before becoming a candidate for election or for appointment to serve on the Board again. If such Director had been appointed to fill a vacancy during a year, or if a Director has otherwise served for part of a year, such Director will be deemed to have served for the entire year for these purposes.

Section 10. An officer may be removed at any time by a two-thirds vote of the full Board of Directors. An officer or Director may be recalled or removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests in the Condominium. A special meeting of the owners to recall a member of the Board of Directors or an officer may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of members, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described in the next paragraph. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two (72) hours, file with the Division of Florida Land Sales, Condominiums, and Mobile Homes a petition for binding arbitration pursuant to procedures set forth in Florida Statute Section 718.1255. All unit owners who voted at the meeting or who executed the agreement in writing for recall shall constitute one party under

the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon the service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take any action pursuant to Florida Statutes, Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

Section 11. The Directors may, by resolution, appoint members of the Board as an executive committee to manage the business of the Condominium Association during the interim meetings of the Board. The executive committee shall keep records of its meetings.

Section 12. Directors or officers shall receive no compensation for their services in such capacity, nor may a Director or officer receive any compensation for any service rendered to the Association, other than reimbursement for actual out-of-pocket expenses advanced for the benefit of the Association, nor may any Director or officer receive indirect compensation or benefit as a result of his or her services as a Director or officer.

Section 13. At each annual members' meeting, the Directors shall submit a written statement of the business transacted during the preceding year together with a report of the general financial condition of the Condominium Association, a report of the condition of its tangible property, and a report of the status of assessments. Such statements and reports shall be mailed to members not present at the annual meeting.

Section 14. All annual and special meetings of the Board of Directors shall be open to all members of the Condominium Association.

Section 15. Owners, and the Board of Directors or its designee(s), may tape record or videotape meetings of the Board of Directors, committee meetings, or meetings of the members subject to the following restrictions:

- i. The only audio or video equipment and devices which may be utilized at any such meetings are those which do not produce distracting sound or light emissions;
- ii. Audio or video equipment and devices shall be assembled and placed in position in advance of the commencement of any such meeting, and the operator of such equipment shall not act in such a way as to interrupt or otherwise disrupt the smooth functioning of any such meeting; and
- iii. A minimum three (3) days advance written notice shall be given to the Board of Directors by any member who desires to utilize any audio or video

equipment or devices at any such meeting. No advance notice is required of the Board of Directors to utilize such equipment.

Section 16. The Directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Certificate of Incorporation of the Condominium Association, the laws of the State of Florida, and the Declaration of Condominium.

Section 17. Notwithstanding any other provision of these By-Laws, in order that the books and financial records of the Association will be open to inspection for all members at all times and in order to avoid undue reliance on any member of the Association with respect to the management of the affairs of the Association, the Association must always employ a professional management company to manage the books and affairs of the Association, which management company shall be supervised and monitored by the Board of Directors. In order to special assess unit owners for anything other than an unforeseen financial necessity, the Board of Directors must obtain the vote of the majority of unit owners of the Association by calling a special meeting in accordance with the procedures outlines in Article III, Section 3.

ARTICLE V. **Officers**

Section 1. The officers of the Condominium Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board of Directors may designate, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by separate persons.

Section 2. The President shall preside at all Directors' and members' meetings (unless another member of the Board of Directors is designated for such responsibility in accordance with Article III, Section 5) and shall have general supervision over the other officers. The President shall sign all membership cards and shall execute all contracts, agreements and obligations of the Condominium Association; except, however, as such authority may be otherwise delegated by resolution of the Board of Directors; and the President shall perform all other duties that are incident to the office of President. In case of the absence or disability of the President, the President's duties shall be performed by the Vice-President.

Section 3. The Secretary, or a designee of the Secretary, shall issue notices of all Directors' and members' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest by signature

and impress with the corporate seal all membership cards; and shall perform all such other duties as are incident to the office of Secretary.

Section 4. The Treasurer shall have custody of all money and securities of the Condominium Association and shall give bond in such sum and with sureties as the Directors may require conditioned upon the faithful performance of the duties of the office. The Treasurer shall keep regular books of account and shall submit them, together with all vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; shall deposit all moneys and other valuable effects in the name of, and to the credit of, the Condominium Association, and such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Condominium Association as ordered by the Board; and shall perform all such other duties as are incident to the office of Treasurer.

ARTICLE VI.

Inspection of Books and Accounts

Section 1. The books, accounts, records, and insurance policies of the Condominium Association shall be open to inspection by members of the Board of Directors and members of the Condominium Association (or their authorized representatives) as may be required by the applicable Florida Statutes and Florida Administrative Code.

ARTICLE VII.

Fiscal Matters

Section 1. The fiscal year of the Condominium Association shall begin on the first day of January and shall end on the thirty-first day of December of each calendar year, each of these days being inclusive.

Section 2. Each member of the Condominium Association is responsible for timely payment to the Condominium Association of regular and special assessments, fines, fees and charges, and other financial obligations incurred pursuant to the Condominium Association's governing documents. Failure by a member to pay such indebtedness when due shall subject the member to such action as is deemed appropriate by the Board of Directors, including without limitation, the imposition of administrative charges upon such delinquent indebtedness, the charging of attorneys' fees and expenses for the enforcement of the Condominium Association's rights, and the placing of a recordable lien upon the member's Condominium Parcel. The Condominium Association shall have the right, without waiver of any other rights it may have, to sue to recover a money judgment for the amount of the indebtedness, such amounts as may be imposed by the Condominium Association under this Section, and all expenses,

costs and attorneys' fees, including pre-trial, trial, arbitration, and appellate fees incurred in connection with such action. Any such action shall be without recourse to the Condominium Association's ability to retain any lien which may have been placed upon the member's Condominium Parcel in order to secure said amounts.

ARTICLE VIII.

Notices

Section 1. All notices required by these By-Laws shall be in writing and shall be deposited in the United States mail properly addressed to the last known post office address of the person entitled to such notice.

Section 2. Any notices required hereunder may be waived in writing by the addressee of same.

ARTICLE IX.

Management, Operation and Maintenance of the Condominiums

Section 1. General. The Board of Directors shall have all of the powers and duties and perform all of the obligations of the Condominium Association as provided in these By-Laws, in the Certificate of Incorporation of the Condominium Association, in the Declaration of Condominium, and as required by the laws of the State of Florida.

Section 2. Assessments. The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Condominium Association which shall project the estimated Common Expenses of maintenance, operation and management of the Condominium by the Condominium Association for the forthcoming year. Said annual budget shall also project the share of said Common Expenses to be paid by the owners of each Condominium Parcel in the Condominium as provided in the Declaration of Condominium. Copies of the proposed budget, including total assessments and assessment shares of the owners of each Condominium Parcel, shall be delivered to each member of the Condominium Association not less than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared and not less than fourteen (14) days prior to the Board of Directors' meeting at which the proposed budget may be adopted. Notice of said Board of Directors' meeting shall be mailed to each member of the Condominium Association not later than fourteen (14) days prior to said meeting. In the event the Board of Directors shall fail to prepare and/or adopt an annual budget and deliver copies of same to the members of the Condominium Association in time for the forthcoming year, then the budget for

the preceding year shall remain in effect and assessments shall be payable by the members in accordance therewith until the new budget becomes effective.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statute, Section 718.504(20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserved item. By a vote of the majority of the voting interests of the Condominium present at a duly called meeting of the Association, the Association may determine for a fiscal year to provide no reserves or reserves less adequate than required herein. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Section 3. Assessment Records. Complete assessment records shall be maintained for the account of each Condominium Parcel showing the name and address of each such Condominium Parcel owner, the amount of each assessment against each such owner, the due dates of each assessment, the amounts paid on the account and any balance due. Assessments shall be collected from unit owners by mailing assessment notices to the address of the unit owner maintained in the corporate records of the Association.

Section 4. Management. The Board of Directors shall have the power and authority to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

Section 5. Purchase of Units. The Condominium Association is authorized to purchase in the name of the Condominium Association any Condominium Parcel offered for transfer

to a person or entity not approved by the Condominium Association as required by the Declaration of Condominium, and the Board of Directors are further authorized to purchase a Condominium Parcel at a foreclosure sale of any nature; provided, however, that the expenditure of funds for such purposes has been authorized by a majority vote of the Board of Directors; or provided that funds for such purpose have been made available by one or more Condominium Parcel owners for whose benefit the Condominium Association has agreed to take title, subject to further sale as authorized by the Declaration of Condominium.

Section 6. Transfer Fees. The Association may charge a transfer fee in connection with the sale, mortgage, lease, sublease or other transfer of a unit, which fee shall, in no event, be greater than Fifty Dollars (\$50.00). However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no such charge shall be made.

Section 7. Completion of Renovation of the Condominium Property.
Condominium buildings 5064, 5080, 5096, 5079, and 5095 have been renovated through borrowings with Kislak National Bank, Miami Gardens Florida ("existing renovation loans"). Substantial renovation of the Condominium property remains to be completed, consisting primarily of the following: the installation of Hardie Plank (or comparable products) cementitious clapboard siding replacing all remaining cedar siding on buildings 5043, 5047, 5032, 5063, 5016, complementing and completing the partial installation of Hardie Plank clapboards on such buildings, installation of new roofs on all such buildings except building 5048, repairing and resealing Condominium parking lots, resurfacing the Condominium tennis court, removing certain figs or banyan trees and substantial tree trimming on Condominium property ("remaining renovation"). As of January 31, 2004, the amortization of one of the existing renovation loans had approximately 9 years remaining, with principal remaining to be repaid of approximately \$284,000; the second existing renovation loan had approximately 7.5 years remaining, with principal remaining to be repaid of approximately \$157,000. The existing renovation loans represented original principal borrowings of \$300,000 and \$200,000, respectively in order that the cost of the renovation for the already renovated Condominium buildings would be spread over a 10 year period and not unduly burden residents through large increases in monthly maintenance assessments or other special assessments. In approximately three years from the date of this amendment to the by-laws, April, 2007,

the existing renovation loans shall be refinanced, re-amortized over a ten year period, and principal drawn back down to the original \$200,000 and \$300,000 levels, providing approximately \$200,000 in additional borrowings for the purpose of completing the remaining renovation. Prior to completing the remaining renovation, the Board of Directors shall maintain a program of replacing rotted clapboards and other repairs, such as repairing roofs, further to maintaining the property.

ARTICLE X.
Bonding of Officers and Directors

All officers and Directors of the Association who control or disburse funds of the Association shall obtain a bond in the principal sum of not less than Twenty-Five Thousand Dollars (\$25,000.00). The Association shall bear the cost of bonding.

ARTICLE XI.
Arbitration

In the event of any internal dispute arising among unit owners, the Association, or their agents and assigns, concerning the operation of the Condominium, the parties in dispute shall submit to arbitration before the Division of Florida Land Sales, Condominiums and Mobile Homes pursuant to the Rules of Procedure promulgated to govern such arbitration hearings by the Department of Business and Professional Regulation.

ARTICLE XII.
Amendments

Amendments to these By-Laws may be made by a three-fourths vote of members of the Condominium Association. Amendments may be made at the annual meeting of members or at special meetings pursuant to notice clearly setting forth the proposed amendments. No provision of the By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-Law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. All amendments shall be certified by the Secretary and recorded in the Public Records of Palm Beach County, Florida, as amendments to the Declaration of Condominium.

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¹ Florida law may require a two year waiting period; if adopted, the one year wait will become a two year wait for eligibility.

² Limited to several trees along the northeast border of the Condominium property.

³ Approximations provided by Kislak National Bank at the time these amended by-laws were drafted; actual amounts will vary.



PREPARED BY AND RETURN TO:
 Paul D. Wallace, Jr., Esq.
 c/o Glen Management Services, Inc.
 301 W. Camino Gardens Blvd., Suite 200
 Boca Raton, FL 33432

CFN 20040194405
 OR BK 16784 PG 1754
 RECORDED 04/08/2004 15:21:01
 Palm Beach County, Florida
 Dorothy H Wilken, Clerk of Court

SECRETARY'S CERTIFICATE

The undersigned, Jack Hickey, Secretary of HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, certifies that attached hereto is a true and correct copy of the Third Amendment to By-Laws of Heatherwood of Boca Raton Condominium Association, Inc. (hereinafter "Third Amendment to By-Laws") which Third Amendment to By-Laws was approved by a three-fourths vote of members of the Condominium Association, has not been in any way rescinded, annulled or revoked, is in full force in effect and constitutes a valid amendment of the By-Laws attached to the Heatherwood Condominium Declaration of Condominium recorded September 5, 1985 in O.R. Book 4643, Page 322, as amended by Amendment to Declaration of Condominium for Heatherwood Condominium recorded June 5, 1986, in O.R. Book 4898, Page 1434, and which Third Amendment to By-Laws replaces and supplants both the First Amendment to By-Laws of the Condominium Association recorded April 11, 2001, in O.R. Book 12450, Page 822, as well as the Second Amendment to By-Laws of the Condominium Association recorded January 13, 2004, in O.R. Book 16439, Page 1688, each as recorded in the Public Records of Palm Beach County, Florida.

Sworn to and subscribed before me this 5 day of April, 2004.

HEATHERWOOD OF BOCA RATON
 CONDOMINIUM ASSOCIATION, INC.,
 A Florida not-for-profit corporation

By: Jack Hickey
 Jack Hickey, Secretary

(NOTARY ACKNOWLEDGMENT ON NEXT PAGE)

STATE OF FLORIDA

SS:


COUNTRY OF PALM BEACH

I HEREBY CERTIFY that on this 2 day of April, 2004, before me, an officer duly qualified to take acknowledgement, personally appeared **Jack Hickey, as Secretary of Heatherwood of Boca Raton Condominium Association, Inc.**, to me and known to me to be the same person described in and who executed the foregoing instrument, and duly acknowledged execution of such instrument.

Jayne Gelfand
Notary Public - State of Florida

Jayne Gelfand
Printed Name of Notary

My Commission Expires: _____
Commission Number: _____

 Jayme Gelfand
My Commission DD033228
Expires July 30, 2005

This is not a certified copy

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 BY-LAWS
 OF
 HEATHERWOOD OF BOCA RATON
 CONDOMINIUM ASSOCIATION, INC.

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**THIRD AMENDMENT TO
BY-LAWS
OF
HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I.

General

Section 1. The name of the corporation shall be HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., and shall be referred to herein as the "Condominium Association."

Section 2. The principal office shall be located at Glen Management Services, Inc., 301 West Camino Gardens Boulevard, Second Floor, Boca Raton, Florida, 33432, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such place as the Board of Directors may from time to time determine.

ARTICLE II.

Membership

Section 1. This Condominium Association has been organized for the purpose of managing, operating and maintaining HEATHERWOOD CONDOMINIUM.

Section 2. All owners of Condominium Parcels in said Condominium shall automatically become members of the Condominium Association upon acquisition of their ownership interest as provided in the Declaration of Condominium appertaining thereto as recorded in the Public Records of Palm Beach County, Florida. Transfer of ownership in a Condominium Parcel, either voluntarily or by operation of law, shall automatically terminate the membership in the Condominium Association of the owner of such Condominium Parcel. Transfer of ownership in a Condominium Parcel, by way of inheritance, probate, or such other manner which may be effective by operation of law, shall entitle the beneficiary to automatic membership in the Condominium Association, notwithstanding the review and approval rights otherwise granted to the Board of Directors in these By-Laws or the Heatherwood Condominium Declaration of Condominium.

Section 3. In the event of dissolution of the Condominium Association for any cause, members in good standing at the time of such dissolution shall be entitled to participate in the final distribution of the Condominium Association's assets to the extent of their ownership interest in the assets then held by the Condominium Association for the benefit of the Condominium by virtue of which the owners then hold their membership in the Condominium Association, all as more fully provided in the Declaration of Condominium.

ARTICLE III.

Meetings of Members

Section 1. The annual meeting of members shall be held during the month of November of each year at the principal office of the Condominium Association or other designated place. Written notice shall be given at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. Unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each owner. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, attesting that notices of the Association's annual meeting were mailed or hand-delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.

Section 2. Any approval by unit owners called for by Chapter 718 of the Florida Statutes, or the Declaration of Condominium or these By-Laws, shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Florida Statutes, the Declaration of Condominium, and these By-Laws, relating to unit owner decision-making except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these By-Laws or the Declaration of Condominium or any Florida Statute which provides for the unit owner action. Unit Owners may waive notice of special meetings if allowed by these By-Laws, the Declaration of Condominium or any Florida Statute.

Section 3. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Common Expenses to the unit owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the annual budget will be considered and

adopted. If an adopted budget requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written application to the Board by ten percent (10%) of the voting interests of the Condominium, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than the majority vote of all the voting interests of the Condominium. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting, or by a majority of all the voting interests, in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. The unit owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget.

Section 4. Notice of the time and place of any special meeting called pursuant to these By-Laws shall be given to each unit owner at least fourteen (14) days prior to the date of such meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the date of such meeting, except in the case of a bona fide emergency, in which case the notice of the special meeting shall be given as soon as possible by mail, or other reasonable means, after the decision to call the meeting is made.

Section 5. The President or, at the sole discretion of the President, any other member of the Board of Directors designated by the President, shall preside at all meetings. All meetings shall be conducted in accordance with *Robert's Rules of Order*.

Section 6. At every meeting, the owners of each Condominium Parcel shall be entitled to cast one vote for each Condominium Parcel owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and shall be entered of record by the Secretary in the minutes of the meeting. Proxies shall only be effective for the specific meeting for which originally given, and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at anytime at the pleasure of the unit owner executing it. All proxies shall be in such form and utilized in such manner as may be required by the applicable Florida Statutes and Florida Administrative Code.

Section 7. If a unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the Condominium Association before each meeting the name of the joint owner authorized to cast the vote for the Condominium Parcel. If the Condominium Parcel is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation and filed with the Secretary of the Condominium Association before each meeting. If joint owners or a corporate owner of a unit fail to designate the person to cast the vote for the Condominium Parcel for a particular meeting, then the last person so designated to cast such a vote as reflected by the records of the Secretary of the Condominium Association shall be authorized to cast such vote. As to each Condominium Parcel, the authorized voter may cast one vote for as many persons as there are Directors to be elected. However, the authorized voter for any single Condominium Parcel may not cast more than one vote for a particular candidate (i.e. if five Directors are to be elected, an authorized voter may cast up to five votes, but may not cast more than one vote for any single candidate).

Section 8. A quorum for the transaction of business at any meeting of the members of the Condominium Association shall consist of a majority of the membership interests of the Condominium Association, however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting unless the question is one which, by express provision of applicable Florida Statutes or Florida Administrative Code, the Declaration of Condominium, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control the determination of such question.

Section 9. A complete list of the members entitled to vote at each annual or special meeting of the membership shall be furnished and certified by the Secretary of the Condominium Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV.

Board of Directors

Section 1. The business and property of the Condominium Association shall be managed by a Board of not less than three (3) and not more than seven (7) Directors, such number to be determined annually by vote of the then existing Board of Directors, at a meeting of the Board of Directors to be held no less than sixty (60) days prior to the annual meeting of members.

Section 2. In order to qualify to serve as a member of the Board of Directors, one must be a member of the Condominium Association, and said member's primary place of residence must be the Condominium Parcel.

Section 3. To the extent that there are two or more eligible candidates for any position on the Board of Directors to be filled as a result of expiration of term, resignation or death, Directors shall be elected by the members at the (i) annual meeting of members, or (ii) by election of the members at a duly noticed meeting called for the purpose of filling such position. In the event of a vacancy or vacancies on the Board of Directors as a result of recall of one or more, but less than a majority, of the members of the Board of Directors, the Board shall appoint a replacement until the next regular election. If a majority of the members of the Board of Directors are recalled, then a general election shall be called for the purpose of filling such open positions.

Section 4. The process for election of members of the Board of Directors shall comply with the mandates of the applicable Florida Statutes and Florida Administrative Code, as may be amended from time to time, including but not limited to the specific election procedures set forth in Section 61B-23.0021, *Florida Administrative Code*. The organizational meeting of the Directors shall be held at the same place as the members' meeting, and immediately after the adjournment of same.

Section 5. Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the President, and in the President's absence, by the Vice-President or by any two (2) members of the Board of Directors.

Section 6. Notice of all regular and special meetings shall be mailed to each Director by the Secretary or a designee of the Secretary, at least five (5) days prior to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Except in the case of an emergency, notice of all annual and special meetings of the Board of Directors shall be

conspicuously posted forty-eight (48) hours in advance of such meetings for the attention of all members of the Condominium Association.

Section 7. A quorum for the transaction of business at any annual, regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time.

Section 8. The Directors shall elect by majority vote the officers of the corporation at the Director's organizational meeting immediately following each annual meeting of the members of the Condominium Association. All officers except the Secretary and Treasurer and their respective assistants, if any, shall be members of the Board of Directors.

Section 9. At the first election following the adoption of these amended By-Laws, the terms of office of the members of the Board of Directors, subject to the limitation on two years consecutive Board service as provided for below, which shall mean that Directors who have served for one year may be elected to a term of no greater than one year, shall be staggered in the following manner:

- i. If the Board of Directors is to be comprised of three (3) members, the member with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- ii. If the Board of Directors is to be comprised of four (4) or five (5) members, the two (2) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- iii. If the Board of Directors is to be comprised of six (6) or seven (7) members, the three (3) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year.

In the event of a tie, or in the event that no elections are held due to a lack of candidates to compete for membership upon the Board of Directors, then the members of the Board of Directors shall, by majority vote, determine which of the members of the Board of Directors (according to the number of Directors on the Board as set forth in this section) shall serve the two (2) year term. If a member of the Board of Directors is appointed to fill a vacancy on the Board, such member shall serve until the next regular election; such appointed Director shall serve for a term of less than one year.

In order to encourage service on the Board of Directors among members of the Association, effective with the first notice of election following adoption of these by-laws, members of the Association who have served on the Board of Directors for two (2) consecutive years shall not be eligible to serve on the Board in the following year. A Director may serve no more than two years consecutively, and then must wait another full year before becoming a candidate for election or for appointment to serve on the Board again. If such Director had been appointed to fill a vacancy during a year, or if a Director has otherwise served for part of a year, such Director will be deemed to have served for the entire year for these purposes.

Section 10. An officer may be removed at any time by a two-thirds vote of the full Board of Directors. An officer or Director may be recalled or removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests in the Condominium. A special meeting of the owners to recall a member of the Board of Directors or an officer may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of members, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described in the next paragraph. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two (72) hours, file with the Division of Florida Land Sales, Condominiums, and Mobile Homes a petition for binding arbitration pursuant to procedures set forth in Florida Statute Section 718.1255. All unit owners who voted at the meeting or who executed the agreement in writing for recall shall constitute one party under

the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon the service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take any action pursuant to Florida Statutes, Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

Section 11. The Directors may, by resolution, appoint members of the Board as an executive committee to manage the business of the Condominium Association during the interim meetings of the Board. The executive committee shall keep records of its meetings.

Section 12. Directors or officers shall receive no compensation for their services in such capacity, nor may a Director or officer receive any compensation for any service rendered to the Association, other than reimbursement for actual out-of-pocket expenses advanced for the benefit of the Association, nor may any Director or officer receive indirect compensation or benefit as a result of his or her services as a Director or officer.

Section 13. At each annual members' meeting, the Directors shall submit a written statement of the business transacted during the preceding year together with a report of the general financial condition of the Condominium Association, a report of the condition of its tangible property, and a report of the status of assessments. Such statements and reports shall be mailed to members not present at the annual meeting.

Section 14. All annual and special meetings of the Board of Directors shall be open to all members of the Condominium Association.

Section 15. Owners, and the Board of Directors or its designee(s), may tape record or videotape meetings of the Board of Directors, committee meetings, or meetings of the members subject to the following restrictions:

- i. The only audio or video equipment and devices which may be utilized at any such meetings are those which do not produce distracting sound or light emissions;
- ii. Audio or video equipment and devices shall be assembled and placed in position in advance of the commencement of any such meeting, and the operator of such equipment shall not act in such a way as to interrupt or otherwise disrupt the smooth functioning of any such meeting; and
- iii. A minimum three (3) days advance written notice shall be given to the Board of Directors by any member who desires to utilize any audio or video

equipment or devices at any such meeting. No advance notice is required of the Board of Directors to utilize such equipment.

Section 16. The Directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Certificate of Incorporation of the Condominium Association, the laws of the State of Florida, and the Declaration of Condominium.

Section 17. Notwithstanding any other provision of these By-Laws, in order that the books and financial records of the Association will be open to inspection for all members at all times and in order to avoid undue reliance on any member of the Association with respect to the management of the affairs of the Association, the Association must always employ a professional management company to manage the books and affairs of the Association, which management company shall be supervised and monitored by the Board of Directors. In order to special assess unit owners for anything other than an unforeseen financial necessity, the Board of Directors must obtain the vote of the majority of unit owners of the Association by calling a special meeting in accordance with the procedures outlines in Article III, Section 3.

ARTICLE V. **Officers**

Section 1. The officers of the Condominium Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board of Directors may designate, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by separate persons.

Section 2. The President shall preside at all Directors' and members' meetings (unless another member of the Board of Directors is designated for such responsibility in accordance with Article III, Section 5) and shall have general supervision over the other officers. The President shall sign all membership cards and shall execute all contracts, agreements and obligations of the Condominium Association; except, however, as such authority may be otherwise delegated by resolution of the Board of Directors; and the President shall perform all other duties that are incident to the office of President. In case of the absence or disability of the President, the President's duties shall be performed by the Vice-President.

Section 3. The Secretary, or a designee of the Secretary, shall issue notices of all Directors' and members' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest by signature

and impress with the corporate seal all membership cards; and shall perform all such other duties as are incident to the office of Secretary.

Section 4. The Treasurer shall have custody of all money and securities of the Condominium Association and shall give bond in such sum and with sureties as the Directors may require conditioned upon the faithful performance of the duties of the office. The Treasurer shall keep regular books of account and shall submit them, together with all vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; shall deposit all moneys and other valuable effects in the name of, and to the credit of, the Condominium Association, and such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Condominium Association as ordered by the Board; and shall perform all such other duties as are incident to the office of Treasurer.

ARTICLE VI.

Inspection of Books and Accounts

Section 1. The books, accounts, records, and insurance policies of the Condominium Association shall be open to inspection by members of the Board of Directors and members of the Condominium Association (or their authorized representatives) as may be required by the applicable Florida Statutes and Florida Administrative Code.

ARTICLE VII.

Fiscal Matters

Section 1. The fiscal year of the Condominium Association shall begin on the first day of January and shall end on the thirty-first day of December of each calendar year, each of these days being inclusive.

Section 2. Each member of the Condominium Association is responsible for timely payment to the Condominium Association of regular and special assessments, fines, fees and charges, and other financial obligations incurred pursuant to the Condominium Association's governing documents. Failure by a member to pay such indebtedness when due shall subject the member to such action as is deemed appropriate by the Board of Directors, including without limitation, the imposition of administrative charges upon such delinquent indebtedness, the charging of attorneys' fees and expenses for the enforcement of the Condominium Association's rights, and the placing of a recordable lien upon the member's Condominium Parcel. The Condominium Association shall have the right, without waiver of any other rights it may have, to sue to recover a money judgment for the amount of the indebtedness, such amounts as may be imposed by the Condominium Association under this Section, and all expenses,

costs and attorneys' fees, including pre-trial, trial, arbitration, and appellate fees incurred in connection with such action. Any such action shall be without recourse to the Condominium Association's ability to retain any lien which may have been placed upon the member's Condominium Parcel in order to secure said amounts.

ARTICLE VIII.

Notices

Section 1. All notices required by these By-Laws shall be in writing and shall be deposited in the United States mail properly addressed to the last known post office address of the person entitled to such notice.

Section 2. Any notices required hereunder may be waived in writing by the addressee of same.

ARTICLE IX.

Management, Operation and Maintenance of the Condominiums

Section 1. General. The Board of Directors shall have all of the powers and duties and perform all of the obligations of the Condominium Association as provided in these By-Laws, in the Certificate of Incorporation of the Condominium Association, in the Declaration of Condominium, and as required by the laws of the State of Florida.

Section 2. Assessments. The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Condominium Association which shall project the estimated Common Expenses of maintenance, operation and management of the Condominium by the Condominium Association for the forthcoming year. Said annual budget shall also project the share of said Common Expenses to be paid by the owners of each Condominium Parcel in the Condominium as provided in the Declaration of Condominium. Copies of the proposed budget, including total assessments and assessment shares of the owners of each Condominium Parcel, shall be delivered to each member of the Condominium Association not less than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared and not less than fourteen (14) days prior to the Board of Directors' meeting at which the proposed budget may be adopted. Notice of said Board of Directors' meeting shall be mailed to each member of the Condominium Association not later than fourteen (14) days prior to said meeting. In the event the Board of Directors shall fail to prepare and/or adopt an annual budget and deliver copies of same to the members of the Condominium Association in time for the forthcoming year, then the budget for

the preceding year shall remain in effect and assessments shall be payable by the members in accordance therewith until the new budget becomes effective.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statute, Section 718.504(20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserved item. By a vote of the majority of the voting interests of the Condominium present at a duly called meeting of the Association, the Association may determine for a fiscal year to provide no reserves or reserves less adequate than required herein. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Section 3. Assessment Records. Complete assessment records shall be maintained for the account of each Condominium Parcel showing the name and address of each such Condominium Parcel owner, the amount of each assessment against each such owner, the due dates of each assessment, the amounts paid on the account and any balance due. Assessments shall be collected from unit owners by mailing assessment notices to the address of the unit owner maintained in the corporate records of the Association.

Section 4. Management. The Board of Directors shall have the power and authority to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

Section 5. Purchase of Units. The Condominium Association is authorized to purchase in the name of the Condominium Association any Condominium Parcel offered for transfer

to a person or entity not approved by the Condominium Association as required by the Declaration of Condominium, and the Board of Directors are further authorized to purchase a Condominium Parcel at a foreclosure sale of any nature; provided, however, that the expenditure of funds for such purposes has been authorized by a majority vote of the Board of Directors; or provided that funds for such purpose have been made available by one or more Condominium Parcel owners for whose benefit the Condominium Association has agreed to take title, subject to further sale as authorized by the Declaration of Condominium.

Section 6. Transfer Fees. The Association may charge a transfer fee in connection with the sale, mortgage, lease, sublease or other transfer of a unit, which fee shall, in no event, be greater than Fifty Dollars (\$50.00). However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no such charge shall be made.

Section 7. Completion of Renovation of the Condominium Property.

Condominium buildings 5064, 5080, 5096, 5079, and 5095 have been renovated through borrowings with Kislak National Bank, Miami Gardens Florida ("existing renovation loans"). Substantial renovation of the Condominium property remains to be completed, consisting primarily of the following: the installation of Hardie Plank (or comparable products) cementitious clapboard siding replacing all remaining cedar siding on buildings 5043, 5047, 5032, 5063, 5016, complementing and completing the partial installation of Hardie Plank clapboards on such buildings, installation of new roofs on all such buildings except building 5048, repairing and resealing Condominium parking lots, resurfacing the Condominium tennis court, removing certain figs or banyan trees and substantial tree trimming on Condominium property ("remaining renovation"). As of January 31, 2004, the amortization of one of the existing renovation loans had approximately 9 years remaining, with principal remaining to be repaid of approximately \$284,000; the second existing renovation loan had approximately 7.5 years remaining, with principal remaining to be repaid of approximately \$157,000. The existing renovation loans represented original principal borrowings of \$300,000 and \$200,000, respectively in order that the cost of the renovation for the already renovated Condominium buildings would be spread over a 10 year period and not unduly burden residents through large increases in monthly maintenance assessments or other special assessments. In approximately three years from the date of this amendment to the by-laws, April, 2007,

the existing renovation loans shall be refinanced, re-amortized over a ten year period, and principal drawn back down to the original \$200,000 and \$300,000 levels, providing approximately \$200,000 in additional borrowings for the purpose of completing the remaining renovation. Prior to completing the remaining renovation, the Board of Directors shall maintain a program of replacing rotted clapboards and other repairs, such as repairing roofs, further to maintaining the property.

ARTICLE X.
Bonding of Officers and Directors

All officers and Directors of the Association who control or disburse funds of the Association shall obtain a bond in the principal sum of not less than Twenty-Five Thousand Dollars (\$25,000.00). The Association shall bear the cost of bonding.

ARTICLE XI.
Arbitration

In the event of any internal dispute arising among unit owners, the Association, or their agents and assigns, concerning the operation of the Condominium, the parties in dispute shall submit to arbitration before the Division of Florida Land Sales, Condominiums and Mobile Homes pursuant to the Rules of Procedure promulgated to govern such arbitration hearings by the Department of Business and Professional Regulation.

ARTICLE XII.
Amendments

Amendments to these By-Laws may be made by a three-fourths vote of members of the Condominium Association. Amendments may be made at the annual meeting of members or at special meetings pursuant to notice clearly setting forth the proposed amendments. No provision of the By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-Law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. All amendments shall be certified by the Secretary and recorded in the Public Records of Palm Beach County, Florida, as amendments to the Declaration of Condominium.

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¹ Florida law may require a two year waiting period; if adopted, the one year wait will become a two year wait for eligibility.

² Limited to several trees along the northeast border of the Condominium property.

³ Approximations provided by Kislak National Bank at the time these amended by-laws were drafted; actual amounts will vary.



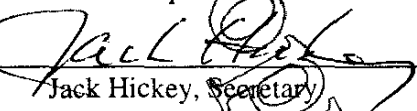
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Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

PREPARED BY AND RETURN TO:
Paul D. Wallace, Jr., Esq.
c/o Glen Management Services, Inc.
301 W. Camino Gardens Blvd., Suite 200
Boca Raton, FL 33432

SECRETARY'S CERTIFICATE

The undersigned, Jack Hickey, Secretary of HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, certifies that attached hereto is a true and correct copy of the Fourth Amendment to By-Laws of Heatherwood of Boca Raton Condominium Association, Inc. (hereinafter "Fourth Amendment to By-Laws"), which Fourth Amendment to By-Laws was approved by a three-fourths vote of members of the Condominium Association, has not been in any way rescinded, annulled or revoked, is in full force in effect and constitutes a valid amendment of the By-Laws attached to the Heatherwood Condominium Declaration of Condominium recorded September 5, 1985 in O.R. Book 4643, Page 322, as amended by Amendment to Declaration of Condominium for Heatherwood Condominium recorded June 5, 1986, in O.R. Book 4898, Page 1434, and which Fourth Amendment to By-Laws replaces and supplants the First Amendment to By-Laws of the Condominium Association recorded April 11, 2001, in O.R. Book 12450, Page 822, the Second Amendment to By-Laws of the Condominium Association recorded January 13, 2004, in O.R. Book 16434, Page 1688, as well as the Third Amendment to By-Laws of the Condominium Association recorded April 8, 2004, in O.R. Book 16784, Page 1754, each as recorded in the Public Records of Palm Beach County, Florida. Sworn to and subscribed before me this 31 day of August, 2004.

HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.,
A Florida not-for-profit corporation

By: 
Jack Hickey, Secretary

(NOTARY ACKNOWLEDGMENT ON NEXT PAGE)

STATE OF FLORIDA

SS:

COUNTRY OF PALM BEACH

I HEREBY CERTIFY that on this 31 day of August, 2004, before me, an officer duly qualified to take acknowledgement, personally appeared **Jack Hickey, as Secretary of Heatherwood of Boca Raton Condominium Association, Inc.**, to me and known to me to be the same person described in and who executed the foregoing instrument, and duly acknowledged execution of such instrument.

Notary Public, State of Florida

Printed Name of Notary

A. GLEN
Notary Public, State of Florida
My Commission Exp. OCT 24, 2005
No. DD 067327

My Commission Expires: _____

Commission Number: _____

This is not a certified copy

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 FOURTH AMENDMENT TO
 BY-LAWS
 OF
 HEATHERWOOD OF BOCA RATON
 CONDOMINIUM ASSOCIATION, INC.

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**FOURTH AMENDMENT TO
BY-LAWS
OF
HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I.

General

Section 1. The name of the corporation shall be HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., and shall be referred to herein as the "Condominium Association."

Section 2. The principal office shall be located at Glen Management Services, Inc., 301 West Camino Gardens Boulevard, Second Floor, Boca Raton, Florida, 33432, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such place as the Board of Directors may from time to time determine.

ARTICLE II.

Membership

Section 1. This Condominium Association has been organized for the purpose of managing, operating and maintaining HEATHERWOOD CONDOMINIUM.

Section 2. All owners of Condominium Parcels in said Condominium shall automatically become members of the Condominium Association upon acquisition of their ownership interest as provided in the Declaration of Condominium appertaining thereto as recorded in the Public Records of Palm Beach County, Florida. Transfer of ownership in a Condominium Parcel, either voluntarily or by operation of law, shall automatically terminate the membership in the Condominium Association of the owner of such Condominium Parcel. Transfer of ownership in a Condominium Parcel, by way of inheritance, probate, or such other manner which may be effective by operation of law, shall entitle the beneficiary to automatic membership in the Condominium Association, notwithstanding the review and approval rights otherwise granted to the Board of Directors in these By-Laws or the Heatherwood Condominium Declaration of Condominium.

Section 3. In the event of dissolution of the Condominium Association for any cause, members in good standing at the time of such dissolution shall be entitled to participate in the final distribution of the Condominium Association's assets to the extent of their ownership interest in the assets then held by the Condominium Association for the benefit of the Condominium by virtue of which the owners then hold their membership in the Condominium Association, all as more fully provided in the Declaration of Condominium.

ARTICLE III.

Meetings of Members

Section 1. The annual meeting of members shall be held during the month of November of each year at the principal office of the Condominium Association or other designated place. Written notice shall be given to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. Unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each owner. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association's annual meeting were mailed or hand-delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.

Section 2. Any approval by unit owners called for by Chapter 718 of the Florida Statutes, or the Declaration of Condominium, or these By-Laws, shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Florida Statutes, the Declaration of Condominium, and these By-Laws, relating to unit owner decision-making except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these By-Laws or the Declaration of Condominium or any Florida Statute which provides for the unit owner action. Unit Owners may waive notice of special meetings if allowed by these By-Laws, the Declaration of Condominium or any Florida Statute.

Section 3. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Common Expenses to the unit owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the annual budget will be considered and

adopted. If an adopted budget requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written application to the Board by ten percent (10%) of the voting interests of the Condominium, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than the majority vote of all the voting interests of the Condominium. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting, or by a majority of all the voting interests, in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained, or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. The unit owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget.

Section 4. Notice of the time and place of any special meeting called pursuant to these By-Laws shall be given to each unit owner at least fourteen (14) days prior to the date of such meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the date of such meeting, except in the case of a bona fide emergency, in which case the notice of the special meeting shall be given as soon as possible by mail, or other reasonable means, after the decision to call the meeting is made.

Section 5. The President, or, at the sole discretion of the President, any other member of the Board of Directors designated by the President, shall preside at all meetings. All meetings shall be conducted in accordance with *Robert's Rules of Order*.

Section 6. At every meeting, the owners of each Condominium Parcel shall be entitled to cast one vote for each Condominium Parcel owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the secretary and shall be entered of record by the Secretary in the minutes of the meeting. Proxies shall only be effective for the specific meeting for which originally given, and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at anytime at the pleasure of the unit owner executing it. All proxies shall be in such form and utilized in such manner as may be required by the applicable Florida Statutes and Florida Administrative Code.

Section 7. If a unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the Condominium Association before each meeting the name of the joint owner authorized to cast the vote for the Condominium Parcel. If the Condominium Parcel is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation and filed with the Secretary of the Condominium Association before each meeting. If joint owners or a corporate owner of a unit fail to designate the person to cast the vote for the Condominium Parcel for a particular meeting, then the last person so designated to cast such a vote as reflected by the records of the Secretary of the Condominium Association shall be authorized to cast such vote. As to each Condominium Parcel, the authorized voter may cast one vote for as many persons as there are Directors to be elected. However, the authorized voter for any single Condominium Parcel may not cast more than one vote for a particular candidate (i.e., if five Directors are to be elected, an authorized voter may cast up to five votes, but may not cast more than one vote for any single candidate).

Section 8. A quorum for the transaction of business at any meeting of the members of the Condominium Association shall consist of a majority of the membership interests of the Condominium Association; however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting unless the question is one which, by express provision of applicable Florida Statutes or Florida Administrative Code, the Declaration of Condominium, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control the determination of such question.

Section 9. A complete list of the members entitled to vote at each annual or special meeting of the membership shall be furnished and certified by the Secretary of the Condominium Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV.

Board of Directors

Section 1. The business and property of the Condominium Association shall be managed by a Board of not less than three (3) and not more than seven (7) Directors, such number to be determined annually by vote of the then existing Board of Directors, at a meeting of the Board of Directors to be held no less than sixty (60) days prior to the annual meeting of members.

Section 2. In order to qualify to serve as a member of the Board of Directors, one must be a member of the Condominium Association.

Section 3. To the extent that there are two or more eligible candidates for any position on the Board of Directors to be filled as a result of expiration of term, resignation or death, Directors shall be elected by the members at the (i) annual meeting of members, or (ii) by election of the members at a duly noticed meeting called for the purpose of filling such position. In the event of a vacancy or vacancies on the Board of Directors as a result of recall of one or more, but less than a majority, of the members of the Board of Directors, the Board shall appoint a replacement until the next regular election. If a majority of the members of the Board of Directors are recalled, then a general election shall be called for the purpose of filling such open positions.

Section 4. The process for election of members of the Board of Directors shall comply with the mandates of the applicable Florida Statutes and Florida Administrative Code, as may be amended from time to time, including but not limited to the specific election procedures set forth in Section 61B-23.0021, *Florida Administrative Code*. The organizational meeting of the Directors shall be held at the same place as the members' meeting, and immediately after the adjournment of same.

Section 5. Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the President, and in the President's absence, by the Vice-President or by any two (2) members of the Board of Directors.

Section 6. Notice of all regular and special meetings shall be mailed to each Director by the Secretary or a designee of the Secretary, at least five (5) days prior to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Except in the case of an emergency, notice of all annual and special meetings of the Board of Directors shall be

conspicuously posted forty-eight (48) hours in advance of such meetings for the attention of all members of the Condominium Association.

Section 7. A quorum for the transaction of business at any annual, regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time. A Director may attend a meeting of the Board via speaker-phone telephone.

Section 8. The Directors shall elect by majority vote the officers of the corporation at the Directors' organizational meeting immediately following each annual meeting of the members of the Condominium Association. All officers except the Secretary and Treasurer and their respective assistants, if any, shall be members of the Board of Directors.

Section 9. At the first election following the adoption of these amended By-Laws, the terms of office of the members of the Board of Directors, subject to the limitation on two years consecutive Board service as provided for below, which shall mean that Directors who have served for one year may be elected to a term of no greater than one year, shall be staggered in the following manner:

- i. If the Board of Directors is to be comprised of three (3) members, the member with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- ii. If the Board of Directors is to be comprised of four (4) or five (5) members, the two (2) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- iii. If the Board of Directors is to be comprised of six (6) or seven (7) members, the three (3) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year.

In the event of a tie, or in the event that no elections are held due to a lack of candidates to compete for membership upon the Board of Directors, then the members of the Board of Directors shall, by majority vote, determine which of the members of the Board of Directors (according to the number of Directors on the Board as set forth in this section) shall serve the two (2) year term. If a member of the Board of Directors is appointed to fill a vacancy on the Board, such member shall serve until the next regular election; such appointed Director shall serve for a term of less than one year.

In order to encourage service on the Board of Directors among members of the Association, effective with the first notice of election following adoption of these by-laws, members of the Association who have served on the Board of Directors for two (2) consecutive years shall not be eligible to serve on the Board in the following two (2) years.¹ A Director may serve no more than two years consecutively, and then must wait two (2) full years before becoming a candidate for election or for appointment to serve on the Board again. If such Director has been appointed to fill a vacancy during a year, or if a Director has otherwise served for part of a year, such Director will be deemed to have served for the entire year for these purposes. As provided in these By-Laws and the Association's Declaration of Condominium, in order to serve as a Director, a person must be a full Member of the Association. If a Condominium unit is owned by more than one person, each joint owner is a partial Member of the Association. A joint owner who serves on the Board relies on the partial memberships of the other joint owners(s) in order to have a full membership and to qualify for Board service. Joint owners accordingly serve on behalf of each other, and each joint owner's service is attributed to the other(s) for purposes of this two-year term limit. This term limit shall also follow and apply to a new owner of a Condominium unit if the unit is purchased or otherwise acquired from a related person who has served on the Board. Under such circumstances, the related person shall be attributed with the Board service of the prior owner of the Condominium unit.

Section 10. An officer may be removed at any time by a two-thirds vote of the full Board of Directors. An officer or Director may be recalled or removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests in the Condominium. A special meeting of the owners to recall a member of the Board of Directors or an officer may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of members, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described in the next paragraph. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two (72) hours, file with the Division of Florida Land Sales, Condominiums, and Mobile Homes a petition for binding arbitration pursuant to procedures set forth in Florida Statute Section 718.1255. All unit owners who voted at the meeting or who executed the agreement in writing for recall shall constitute one party under

the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon the service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take any action pursuant to Florida Statutes, Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

Section 11. The Directors may, by resolution, appoint members of the Board as an executive committee to manage the business of the Condominium Association during the interim meetings of the Board. The executive committee shall keep records of its meetings.

Section 12. Directors or officers shall receive no compensation for their services in such capacity, nor may a Director or officer receive any compensation for any service rendered to the Association, other than reimbursement for actual out-of-pocket expenses advanced for the benefit of the Association, nor may any Director or officer receive indirect compensation or benefit as a result of his or her services as a Director or officer.

Section 13. At each annual members' meeting, the Directors shall submit a written statement of the business transacted during the preceding year together with a report of the general financial condition of the Condominium Association, a report of the condition of its tangible property, and a report of the status of assessments. Such statements and reports shall be mailed to members not present at the annual meeting.

Section 14. All annual and special meetings of the Board of Directors shall be open to all members of the Condominium Association.

Section 15. Owners, and the Board of Directors or its designee(s), may tape record or videotape meetings of the Board of Directors, committee meetings, or meetings of the members subject to the following restrictions:

- i. The only audio or video equipment and devices which maybe utilized at any such meetings are those which do not produce distracting sound or light emissions;
- ii. Audio or video equipment and devices shall be assembled and placed in position in advance of the commencement of any such meeting, and the operator of such equipment shall not act in such a way as to interrupt or otherwise disrupt the smooth functioning of any such meeting; and
- iii. A minimum three (3) days advance written notice shall be given to the Board of Directors by any member who desires to utilize any audio or video

equipment or devices at any such meeting. No advance notice is required of the Board of Directors to utilize such equipment.

Section 16. The Directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Certificate of Incorporation of the Condominium Association, the laws of the State of Florida, and the Declaration of Condominium.

Section 17. Notwithstanding any other provision of these By-Laws, in order that the books and financial records of the Association will be open to inspection for all members at all times and in order to avoid undue reliance on any member of the Association with respect to the management of the affairs of the Association, the Association must always employ a professional management company to manage the books and affairs of the Association, which management company shall be supervised and monitored by the Board of Directors. In order to special assess unit owners for anything other than an unforeseen financial necessity, the Board of Directors must obtain the vote of the majority of unit owners of the Association by calling a special meeting in accordance with the procedures outlines in Article III, Section 3.

ARTICLE V.
Officers

Section 1. The officers of the Condominium Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board of Directors may designate, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by separate persons.

Section 2. The President shall preside at all Directors' and members' meetings (unless another member of the Board of Directors is designated for such responsibility in accordance with Article III, Section 5) and shall have general supervision over the other officers. The President shall sign all membership cards and shall execute all contracts, agreements and obligations of the Condominium Association; except, however, as such authority may be otherwise delegated by resolution of the Board of Directors; and the President shall perform all other duties as are incident to the office of President. In case of the absence or disability of the President, the President's duties shall be performed by the Vice-President.

Section 3. The Secretary, or a designee of the Secretary, shall issue notices of all Directors' and members' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest by signature

and impress with the corporate seal all membership cards; and shall perform all such other duties as are incident to the office of Secretary.

Section 4. The Treasurer shall have custody of all money and securities of the Condominium Association and shall give bond in such sum and with sureties as the Directors may require conditioned upon the faithful performance of the duties of the office. The Treasurer shall keep regular books of account and shall submit them, together with all vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; shall deposit all moneys and other valuable effects in the name of, and to the credit of, the Condominium Association, and such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Condominium Association as ordered by the Board; and shall perform all such other duties as are incident to the office of Treasurer.

ARTICLE VI.

Inspection of Books and Accounts

Section 1. The books, accounts, records, and insurance policies of the Condominium Association shall be open to inspection by members of the Board of Directors and members of the Condominium Association (or their authorized representatives) as may be required by the applicable Florida Statutes and Florida Administrative Code.

ARTICLE VII.

Fiscal Matters

Section 1. The fiscal year of the Condominium Association shall begin on the first day of January and shall end on the thirty-first day of December of each calendar year, each of these days being inclusive.

Section 2. Each member of the Condominium Association is responsible for timely payment to the Condominium Association of regular and special assessments, fines, fees and charges, and other financial obligations incurred pursuant to the Condominium Association's governing documents. Failure by a member to pay such indebtedness when due shall subject the member to such action as is deemed appropriate by the Board of Directors, including without limitation, the imposition of administrative charges upon such delinquent indebtedness, the charging of attorneys' fees and expenses for the enforcement of the Condominium Association's rights, and the placing of a recordable lien upon the member's Condominium Parcel. The Condominium Association shall have the right, without waiver of any other rights it may have, to sue to recover a money judgment for the amount of the indebtedness, such amounts as may be imposed by the Condominium Association under this Section, and all expenses,

costs and attorneys' fees, including pre-trial, trial, arbitration, and appellate fees incurred in connection with such action. Any such action shall be without recourse to the Condominium Association's ability to retain any lien which may have been placed upon the member's Condominium Parcel in order to secure said amounts.

ARTICLE VIII.

Notices

Section 1. All notices required by these By-Laws shall be in writing and shall be deposited in the United States mail properly addressed to the last known post office address of the person entitled to such notice.

Section 2. Any notices required hereunder may be waived in writing by the addressee of same.

ARTICLE IX.

Management, Operation and Maintenance of the Condominiums

Section 1. General. The Board of Directors shall have all of the powers and duties and perform all of the obligations of the Condominium Association as provided in these By-Laws, in the Certificate of Incorporation of the Condominium Association, in the Declaration of Condominium, and as required by the laws of the State of Florida.

Section 2. Assessments. The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Condominium Association which shall project the estimated Common Expenses of maintenance, operation and management of the Condominium by the Condominium Association for the forthcoming year. Said annual budget shall also project the share of said Common Expenses to be paid by the owners of each Condominium Parcel in the Condominium as provided in the Declaration of Condominium. Copies of the proposed budget, including total assessments and assessment shares of the owners of each Condominium Parcel, shall be delivered to each member of the Condominium Association not less than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared and not less than fourteen (14) days prior to the Board of Directors' meeting at which the proposed budget may be adopted. Notice of said Board of Directors' meeting shall be mailed to each member of the Condominium Association not later than fourteen (14) days prior to said meeting. In the event the Board of Directors shall fail to prepare and/or adopt an annual budget and deliver copies of same to the members of the Condominium Association in time for the forthcoming year, then the budget for

the preceding year shall remain in effect and assessments shall be payable by the members in accordance therewith until the new budget becomes effective.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statute, Section 718.504(20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserved item. By a vote of the majority of the voting interests of the Condominium present at a duly called meeting of the Association, the Association may determine for a fiscal year to provide no reserves or reserves less adequate than required herein. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Section 3. Assessment Records. Complete assessment records shall be maintained for the account of each Condominium Parcel showing the name and address of each such Condominium Parcel owner, the amount of each assessment against each such owner, the due dates of each assessment, the amounts paid on the account and any balance due. Assessments shall be collected from unit owners by mailing assessment notices to the address of the unit owner maintained in the corporate records of the Association.

Section 4. Management. The Board of Directors shall have the power and authority to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

Section 5. Purchase of Units. The Condominium Association is authorized to purchase in the name of the Condominium Association any Condominium Parcel offered for transfer

to a person or entity not approved by the Condominium Association as required by the Declaration of Condominium, and the Board of Directors are further authorized to purchase a Condominium Parcel at a foreclosure sale of any nature; provided, however, that the expenditure of funds for such purposes has been authorized by a majority vote of the Board of Directors; or provided that funds for such purpose have been made available by one or more Condominium Parcel owners for whose benefit the Condominium Association has agreed to take title, subject to further sale as authorized by the Declaration of Condominium.

Section 6. Transfer Fees. The Association may charge a transfer fee in connection with the sale, mortgage, lease, sublease or other transfer of a unit, which fee shall, in no event, be greater than Fifty Dollars (\$50.00). However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no such charge shall be made.

Section 7. Completion of Renovation of the Condominium Property.

Condominium buildings 5064, 5080, 5096, 5079, and 5095 have been renovated through borrowings with Kislak National Bank, Miami Gardens Florida ("existing renovation loans"). Substantial renovation of the Condominium property remains to be completed, consisting primarily of the following: the installation of Hardie Plank (or comparable products) cementitious clapboard siding replacing all remaining cedar siding on buildings 5048, 5047, 5032, 5063, 5016, complementing and completing the partial installation of Hardie Plank clapboards on such buildings, installation of new roofs on all such buildings except building 5048, repairing and resealing Condominium parking lots, resurfacing the Condominium tennis court, removing certain ficus or banyan trees and substantial tree trimming on Condominium property ("remaining renovation"). As of January 31, 2004, the amortization of one of the existing renovation loans had approximately 9 years remaining, with principal remaining to be repaid of approximately \$284,000; the second existing renovation loan had approximately 7.5 years remaining, with principal remaining to be repaid of approximately \$157,000. The existing renovation loans represented original principal borrowings of \$300,000 and \$200,000, respectively in order that the cost of the renovation for the already renovated Condominium buildings would be spread over a 10 year period and not unduly burden residents through large increases in monthly maintenance assessments or other special assessments. In approximately three years from the date of this amendment to the by-laws, April, 2007,

the existing renovation loans shall be refinanced, re-amortized over a ten year period, and principal drawn back down to the original \$200,000 and \$300,000 levels, providing approximately \$200,000 in additional borrowings for the purpose of completing the remaining renovation. Prior to completing the remaining renovation, the Board of Directors shall maintain a program of replacing rotted clapboards and other repairs, such as repairing roofs, further to maintaining the property.

ARTICLE X.

Bonding of Officers and Directors

All officers and Directors of the Association who control or disburse funds of the Association shall obtain a bond in the principal sum of not less than Twenty-Five Thousand Dollars (\$25,000.00). The Association shall bear the cost of bonding.

ARTICLE XI.

Arbitration

In the event of any internal dispute arising among unit owners, the Association, or their agents and assigns, concerning the operation of the Condominium, the parties in dispute shall submit to arbitration before the Division of Florida Land Sales, Condominiums and Mobile Homes pursuant to the Rules of Procedure promulgated to govern such arbitration hearings by the Department of Business and Professional Regulation.

ARTICLE XII.

Amendments

Amendments to these By-Laws may be made by a three-fourths vote of members of the Condominium Association. Amendments may be made at the annual meeting of members or at special meetings pursuant to notice clearly setting forth the proposed amendments. No provision of the By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-Law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. All amendments shall be certified by the Secretary and recorded in the Public Records of Palm Beach County, Florida, as amendments to the Declaration of Condominium.

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ⁱ As provided for in the appropriate amendment documents, this means, for example, that with the notice of election for the Board of Directors to be installed at the Annual Meeting in November 2004, any Member who has already served for two consecutive years in 2003 and 2004, or joint owner or related person successor in title attributed with such Member's consecutive two years service, will be precluded from serving on the Board until beginning after the annual meeting to be held in November 2006.

ⁱⁱ Limited to several trees along the northeast border of the Condominium property.

ⁱⁱⁱ Approximations provided by Kislak National Bank; actual amounts will vary.



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PREPARED BY AND RETURN TO:
 Paul D. Wallace, Jr., Esq.
 c/o Glen Management Services, Inc.
 301 W. Camino Gardens Blvd., Suite 200
 Boca Raton, FL 33432

SECRETARY'S CERTIFICATE

The undersigned, Paul D. Wallace, Jr., Secretary of HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, certifies that attached hereto is a true and correct copy of the Fifth Amendment to By-Laws of Heatherwood of Boca Raton Condominium Association, Inc. (hereinafter "Fifth Amendment to By-Laws"), which Fifth Amendment to By-Laws was approved by a three-fourths vote of members of the Condominium Association, has not been in any way rescinded, annulled or revoked, is in full force in effect and constitutes a valid amendment of the By-Laws attached to the Heatherwood Condominium Declaration of Condominium recorded September 5, 1985 in O.R. Book 4643, Page 322, as amended by Amendment to Declaration of Condominium for Heatherwood Condominium recorded June 5, 1986, in O.R. Book 4898, Page 4434, and which Fifth Amendment to By-Laws replaces and supplants the First Amendment to By-Laws of the Condominium Association recorded April 11, 2001, in O.R. Book 12450, Page 822, the Second Amendment to By-Laws of the Condominium Association recorded January 13, 2004, in O.R. Book 16434, Page 1688, the Third Amendment to By-Laws of the Condominium Association recorded April 8, 2004, in O.R. Book 16784, Page 1754, as well as the Fourth Amendment to By-Laws of the Condominium Association recorded September 21, 2004, in O.R. Book 17548, Page 0732, each as recorded in the Public Records of Palm Beach County, Florida. Sworn to and subscribed before me this 22nd day of April, 2005.

HEATHERWOOD OF BOCA RATON
 CONDOMINIUM ASSOCIATION, INC.,
 A Florida not-for-profit corporation

By: 
 Paul D. Wallace, Jr., Secretary

(NOTARY ACKNOWLEDGMENT ON NEXT PAGE)

STATE OF FLORIDA

SS:

COUNTRY OF PALM BEACH

I HEREBY CERTIFY that on this 22 day of April, 2005, before me, an officer duly qualified to take acknowledgement, personally appeared **Paul D. Wallace, Jr., as Secretary of Heatherwood of Boca Raton Condominium Association, Inc.**, to me and known to me to be the same person described in and who executed the foregoing instrument, and duly acknowledged execution of such instrument.



Notary Public - State of Florida

Printed Name of Notary
A. GLEN
Notary Public, State of Florida
My Commission Exp. OCT 24, 2005
No. DD 067327
My Commission Expires: _____
Commission Number: _____

This is not a certified copy

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BY-LAWS
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HEATHERWOOD OF BOCA RATON
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**FIFTH AMENDMENT TO
BY-LAWS
OF
HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I.

General

Section 1. The name of the corporation shall be HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., and shall be referred to herein as the "Condominium Association."

Section 2. The principal office shall be located at Glen Management Services, Inc., 301 West Camino Gardens Boulevard, Second Floor, Boca Raton, Florida, 33432, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such place as the Board of Directors may from time to time determine.

ARTICLE II.

Membership

Section 1. This Condominium Association has been organized for the purpose of managing, operating and maintaining HEATHERWOOD CONDOMINIUM.

Section 2. All owners of Condominium Parcels in said Condominium shall automatically become members of the Condominium Association upon acquisition of their ownership interest as provided in the Declaration of Condominium appertaining thereto as recorded in the Public Records of Palm Beach County, Florida. Transfer of ownership in a Condominium Parcel, either voluntarily or by operation of law, shall automatically terminate the membership in the Condominium Association of the owner of such Condominium Parcel. Transfer of ownership in a Condominium Parcel, by way of inheritance, probate, or such other manner which may be effective by operation of law, shall entitle the beneficiary to automatic membership in the Condominium Association, notwithstanding the review and approval rights otherwise granted to the Board of Directors in these By-Laws or the Heatherwood Condominium Declaration of Condominium.

Section 3. In the event of dissolution of the Condominium Association for any cause, members in good standing at the time of such dissolution shall be entitled to participate in the final distribution of the Condominium Association's assets to the extent of their ownership interest in the assets then held by the Condominium Association for the benefit of the Condominium by virtue of which the owners then hold their membership in the Condominium Association, all as more fully provided in the Declaration of Condominium.

ARTICLE III.

Meetings of Members

Section 1. The annual meeting of members shall be held during the month of November of each year at the principal office of the Condominium Association or other designated place. Written notice shall be given to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. Unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each owner. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association's annual meeting were mailed or hand-delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.

Section 2. Any approval by unit owners called for by Chapter 718 of the Florida Statutes, or the Declaration of Condominium, or these By-Laws, shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Florida Statutes, the Declaration of Condominium, and these By-Laws, relating to unit owner decision-making except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these By-Laws or the Declaration of Condominium or any Florida Statute which provides for the unit owner action. Unit Owners may waive notice of special meetings if allowed by these By-Laws, the Declaration of Condominium or any Florida Statute.

Section 3. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Common Expenses to the unit owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the annual budget will be considered and

adopted. If an adopted budget requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written application to the Board by ten percent (10%) of the voting interests of the Condominium, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than the majority vote of all the voting interests of the Condominium. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting, or by a majority of all the voting interests, in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained, or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. The unit owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget.

Section 4. Notice of the time and place of any special meeting called pursuant to these By-Laws shall be given to each unit owner at least fourteen (14) days prior to the date of such meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the date of such meeting, except in the case of a bona fide emergency, in which case the notice of the special meeting shall be given as soon as possible by mail, or other reasonable means, after the decision to call the meeting is made.

Section 5. The President, or, at the sole discretion of the President, any other member of the Board of Directors designated by the President, shall preside at all meetings. All meetings shall be conducted in accordance with *Robert's Rules of Order*.

Section 6. At every meeting, the owners of each Condominium Parcel shall be entitled to cast one vote for each Condominium Parcel owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and shall be entered of record by the Secretary in the minutes of the meeting. Proxies shall only be effective for the specific meeting for which originally given, and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at anytime at the pleasure of the unit owner executing it. All proxies shall be in such form and utilized in such manner as may be required by the applicable Florida Statutes and Florida Administrative Code.

Section 7. If a unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the Condominium Association before each meeting the name of the joint owner authorized to cast the vote for the Condominium Parcel. If the Condominium Parcel is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation and filed with the Secretary of the Condominium Association before each meeting. If joint owners or a corporate owner of a unit fail to designate the person to cast the vote for the Condominium Parcel for a particular meeting, then the last person so designated to cast such a vote as reflected by the records of the Secretary of the Condominium Association shall be authorized to cast such vote. As to each Condominium Parcel, the authorized voter may cast one vote for as many persons as there are Directors to be elected. However, the authorized voter for any single Condominium Parcel may not cast more than one vote for a particular candidate (i.e., if five Directors are to be elected, an authorized voter may cast up to five votes, but may not cast more than one vote for any single candidate).

Section 8. A quorum for the transaction of business at any meeting of the members of the Condominium Association shall consist of a majority of the membership interests of the Condominium Association; however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting unless the question is one which, by express provision of applicable Florida Statutes or Florida Administrative Code, the Declaration of Condominium, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control the determination of such question.

Section 9. A complete list of the members entitled to vote at each annual or special meeting of the membership shall be furnished and certified by the Secretary of the Condominium Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV.

Board of Directors

Section 1. The business and property of the Condominium Association shall be managed by a Board of not less than three (3) and not more than seven (7) Directors, such number to be determined annually by vote of the then existing Board of Directors, at a meeting of the Board of Directors to be held no less than sixty (60) days prior to the annual meeting of members.

Section 2. In order to qualify to serve as a member of the Board of Directors, one must be a member of the Condominium Association.

Section 3. To the extent that there are two or more eligible candidates for any position on the Board of Directors to be filled as a result of expiration of term, resignation or death, Directors shall be elected by the members at the (i) annual meeting of members, or (ii) by election of the members at a duly noticed meeting called for the purpose of filling such position. In the event of a vacancy or vacancies on the Board of Directors as a result of recall of one or more, but less than a majority, of the members of the Board of Directors, the Board shall appoint a replacement until the next regular election. If a majority of the members of the Board of Directors are recalled, then a general election shall be called for the purpose of filling such open positions.

Section 4. The process for election of members of the Board of Directors shall comply with the mandates of the applicable Florida Statutes and Florida Administrative Code, as may be amended from time to time, including but not limited to the specific election procedures set forth in Section 61B-23.0021, *Florida Administrative Code*. The organizational meeting of the Directors shall be held at the same place as the members' meeting, and immediately after the adjournment of same.

Section 5. Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the President, and in the President's absence, by the Vice-President or by any two (2) members of the Board of Directors.

Section 6. Notice of all regular and special meetings shall be mailed to each Director by the Secretary or a designee of the Secretary, at least five (5) days prior to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Except in the case of an emergency, notice of all annual and special meetings of the Board of Directors shall be

conspicuously posted forty-eight (48) hours in advance of such meetings for the attention of all members of the Condominium Association.

Section 7. A quorum for the transaction of business at any annual, regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time. A Director may attend a meeting of the Board via speaker-phone telephone.

Section 8. The Directors shall elect by majority vote the officers of the corporation at the Directors' organizational meeting immediately following each annual meeting of the members of the Condominium Association. All officers except the Secretary and Treasurer and their respective assistants, if any, shall be members of the Board of Directors.

Section 9. At the first election following the adoption of these amended By-Laws, the terms of office of the members of the Board of Directors, subject to the limitation on two years consecutive Board service as provided for below, which shall mean that Directors who have served for one year may be elected to a term of no greater than one year, shall be staggered in the following manner:

- i. If the Board of Directors is to be comprised of three (3) members, the member with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- ii. If the Board of Directors is to be comprised of four (4) or five (5) members, the two (2) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year;
- iii. If the Board of Directors is to be comprised of six (6) or seven (7) members, the three (3) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year.

In the event of a tie, or in the event that no elections are held due to a lack of candidates to compete for membership upon the Board of Directors, then the members of the Board of Directors shall, by majority vote, determine which of the members of the Board of Directors (according to the number of Directors on the Board as set forth in this section) shall serve the two (2) year term. If a member of the Board of Directors is appointed to fill a vacancy on the Board, such member shall serve until the next regular election; such appointed Director shall serve for a term of less than one year.

In order to encourage service on the Board of Directors among members of the Association, members of the Association who have served on the Board of Directors for two (2) consecutive years shall not be eligible to serve on the Board in the following two (2) years.ⁱ A Director may serve no more than two years consecutively, and then must wait two (2) full years before becoming a candidate for election or for appointment to serve on the Board again. In addition, members of the Association who have accumulated 6 years service as a Director on the Board shall no longer be eligible to serve on the Board.ⁱⁱ If a Director had been appointed to fill a vacancy during a year, or if a Director has otherwise served for part of a year, such Director will be deemed to have served for the entire year for these purposes. As provided in these By-Laws and the Association's Declaration of Condominium, in order to serve as a Director, a person must be a full Member of the Association. If a Condominium unit is owned by more than one person, each joint owner is a partial Member of the Association. A joint owner who serves on the Board relies on the partial memberships of the other joint owners(s) in order to have a full membership and to qualify for Board service. Joint owners accordingly serve on behalf of each other, and each joint owner's service is attributed to the other(s) for these purposes. These term limits shall also follow and apply to a new owner of a Condominium unit if the unit is purchased or otherwise acquired from a related person who has served on the Board. Under such circumstances, the related person shall be attributed with the Board service of the prior owner of the Condominium unit.

Section 10. An officer may be removed at any time by a two-thirds vote of the full Board of Directors. An officer or Director may be recalled or removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests in the Condominium. A special meeting of the owners to recall a member of the Board of Directors or an officer may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of members, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described in the next paragraph. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two (72) hours, file with the Division of Florida Land Sales, Condominiums, and Mobile Homes a petition for binding arbitration pursuant to procedures set forth in Florida Statute Section 718.1255. All unit owners who voted at the meeting or who executed the agreement in writing for recall shall constitute one party under

the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon the service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take any action pursuant to Florida Statutes, Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

Section 11. The Directors may, by resolution, appoint members of the Board as an executive committee to manage the business of the Condominium Association during the interim meetings of the Board. The executive committee shall keep records of its meetings.

Section 12. Directors or officers shall receive no compensation for their services in such capacity, nor may a Director or officer receive any compensation for any service rendered to the Association, other than reimbursement for actual out-of-pocket expenses advanced for the benefit of the Association, nor may any Director or officer receive indirect compensation or benefit as a result of his or her services as a Director or officer.

Section 13. At each annual members' meeting, the Directors shall submit a written statement of the business transacted during the preceding year together with a report of the general financial condition of the Condominium Association, a report of the condition of its tangible property, and a report of the status of assessments. Such statements and reports shall be mailed to members not present at the annual meeting.

Section 14. All annual and special meetings of the Board of Directors shall be open to all members of the Condominium Association.

Section 15. Owners, and the Board of Directors or its designee(s), may tape record or videotape meetings of the Board of Directors, committee meetings, or meetings of the members subject to the following restrictions:

- i. The only audio or video equipment and devices which may be utilized at any such meetings are those which do not produce distracting sound or light emissions;
- ii. Audio or video equipment and devices shall be assembled and placed in position in advance of the commencement of any such meeting, and the operator of such equipment shall not act in such a way as to interrupt or otherwise disrupt the smooth functioning of any such meeting; and
- iii. A minimum three (3) days advance written notice shall be given to the Board of Directors by any member who desires to utilize any audio or video

equipment or devices at any such meeting. No advance notice is required of the Board of Directors to utilize such equipment.

Section 16. The Directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Certificate of Incorporation of the Condominium Association, the laws of the State of Florida, and the Declaration of Condominium.

Section 17. Notwithstanding any other provision of these By-Laws, in order that the books and financial records of the Association will be open to inspection for all members at all times and in order to avoid undue reliance on any member of the Association with respect to the management of the affairs of the Association, the Association must always employ a professional management company to manage the books and affairs of the Association, which management company shall be supervised and monitored by the Board of Directors. In order to special assess unit owners for anything other than an unforeseen financial necessity, the Board of Directors must obtain the vote of the majority of unit owners of the Association by calling a special meeting in accordance with the procedures outlines in Article III, Section 3.

ARTICLE V. **Officers**

Section 1. The officers of the Condominium Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board of Directors may designate, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by separate persons.

Section 2. The President shall preside at all Directors' and members' meetings (unless another member of the Board of Directors is designated for such responsibility in accordance with Article III, Section 5) and shall have general supervision over the other officers. The President shall sign all membership cards and shall execute all contracts, agreements and obligations of the Condominium Association; except, however, as such authority may be otherwise delegated by resolution of the Board of Directors; and the President shall perform all other duties as are incident to the office of President. In case of the absence or disability of the President, the President's duties shall be performed by the Vice-President.

Section 3. The Secretary, or a designee of the Secretary, shall issue notices of all Directors' and members' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest by signature

and impress with the corporate seal all membership cards; and shall perform all such other duties as are incident to the office of Secretary.

Section 4. The Treasurer shall have custody of all money and securities of the Condominium Association and shall give bond in such sum and with sureties as the Directors may require conditioned upon the faithful performance of the duties of the office. The Treasurer shall keep regular books of account and shall submit them, together with all vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; shall deposit all moneys and other valuable effects in the name of, and to the credit of, the Condominium Association, and such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Condominium Association as ordered by the Board; and shall perform all such other duties as are incident to the office of Treasurer.

ARTICLE VI.

Inspection of Books and Accounts

Section 1. The books, accounts, records, and insurance policies of the Condominium Association shall be open to inspection by members of the Board of Directors and members of the Condominium Association (or their authorized representatives) as may be required by the applicable Florida Statutes and Florida Administrative Code.

ARTICLE VII.

Fiscal Matters

Section 1. The fiscal year of the Condominium Association shall begin on the first day of January and shall end on the thirty-first day of December of each calendar year, each of these days being inclusive.

Section 2. Each member of the Condominium Association is responsible for timely payment to the Condominium Association of regular and special assessments, fines, fees and charges, and other financial obligations incurred pursuant to the Condominium Association's governing documents. Failure by a member to pay such indebtedness when due shall subject the member to such action as is deemed appropriate by the Board of Directors, including without limitation, the imposition of administrative charges upon such delinquent indebtedness, the charging of attorneys' fees and expenses for the enforcement of the Condominium Association's rights, and the placing of a recordable lien upon the member's Condominium Parcel. The Condominium Association shall have the right, without waiver of any other rights it may have, to sue to recover a money judgment for the amount of the indebtedness, such amounts as may be imposed by the Condominium Association under this Section, and all expenses,

costs and attorneys' fees, including pre-trial, trial, arbitration, and appellate fees incurred in connection with such action. Any such action shall be without recourse to the Condominium Association's ability to retain any lien which may have been placed upon the member's Condominium Parcel in order to secure said amounts.

ARTICLE VIII.

Notices

Section 1. All notices required by these By-Laws shall be in writing and shall be deposited in the United States mail properly addressed to the last known post office address of the person entitled to such notice.

Section 2. Any notices required hereunder may be waived in writing by the addressee of same.

ARTICLE IX.

Management, Operation and Maintenance of the Condominiums

Section 1. General. The Board of Directors shall have all of the powers and duties and perform all of the obligations of the Condominium Association as provided in these By-Laws, in the Certificate of Incorporation of the Condominium Association, in the Declaration of Condominium, and as required by the laws of the State of Florida.

Section 2. Assessments. The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Condominium Association which shall project the estimated Common Expenses of maintenance, operation and management of the Condominium by the Condominium Association for the forthcoming year. Said annual budget shall also project the share of said Common Expenses to be paid by the owners of each Condominium Parcel in the Condominium as provided in the Declaration of Condominium. Copies of the proposed budget, including total assessments and assessment shares of the owners of each Condominium Parcel, shall be delivered to each member of the Condominium Association not less than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared and not less than fourteen (14) days prior to the Board of Directors' meeting at which the proposed budget may be adopted. Notice of said Board of Directors' meeting shall be mailed to each member of the Condominium Association not later than fourteen (14) days prior to said meeting. In the event the Board of Directors shall fail to prepare and/or adopt an annual budget and deliver copies of same to the members of the Condominium Association in time for the forthcoming year, then the budget for

the preceding year shall remain in effect and assessments shall be payable by the members in accordance therewith until the new budget becomes effective.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statute, Section 718.504(20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserved item. By a vote of the majority of the voting interests of the Condominium present at a duly called meeting of the Association, the Association may determine for a fiscal year to provide no reserves or reserves less adequate than required herein. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Section 3. Assessment Records. Complete assessment records shall be maintained for the account of each Condominium Parcel showing the name and address of each such Condominium Parcel owner, the amount of each assessment against each such owner, the due dates of each assessment, the amounts paid on the account and any balance due. Assessments shall be collected from unit owners by mailing assessment notices to the address of the unit owner maintained in the corporate records of the Association.

Section 4. Management. The Board of Directors shall have the power and authority to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

Section 5. Purchase of Units. The Condominium Association is authorized to purchase in the name of the Condominium Association any Condominium Parcel offered for transfer

to a person or entity not approved by the Condominium Association as required by the Declaration of Condominium, and the Board of Directors are further authorized to purchase a Condominium Parcel at a foreclosure sale of any nature; provided, however, that the expenditure of funds for such purposes has been authorized by a majority vote of the Board of Directors; or provided that funds for such purpose have been made available by one or more Condominium Parcel owners for whose benefit the Condominium Association has agreed to take title, subject to further sale as authorized by the Declaration of Condominium.

Section 6. Transfer Fees. The Association may charge a transfer fee in connection with the sale, mortgage, lease, sublease or other transfer of a unit, which fee shall, in no event, be greater than Fifty Dollars (\$50.00). However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no such charge shall be made.

Section 7. Completion of Renovation of the Condominium Property.
Condominium buildings 5064, 5080, 5096, 5079, and 5095 have been renovated through borrowings with Kislak National Bank, Miami Gardens Florida ("existing renovation loans"). Substantial renovation of the Condominium property remains to be completed, consisting primarily of the following: the installation of Hardie Plank (or comparable products) cementitious clapboard siding replacing all remaining cedar siding on buildings 5048, 5047, 5032, 5063, 5016, complementing and completing the partial installation of Hardie Plank clapboards on such buildings, installation of new roofs on all such buildings except building 5048, repairing and resealing Condominium parking lots, resurfacing the Condominium tennis court, removing certain figs or banyan treesⁱⁱⁱ and substantial tree trimming on Condominium property ("remaining renovation"). As of January 31, 2004, the amortization of one of the existing renovation loans had approximately 9 years remaining, with principal remaining to be repaid of approximately \$284,000; the second existing renovation loan had approximately 7.5 years remaining, with principal remaining to be repaid of approximately \$157,000. The existing renovation loans represented original principal borrowings of \$300,000 and \$200,000, respectively in order that the cost of the renovation for the already renovated Condominium buildings would be spread over a 10 year period and not unduly burden residents through large increases in monthly maintenance assessments or other special assessments. In approximately three years from the date of this amendment to the by-laws, April, 2007,

the existing renovation loans shall be refinanced, re-amortized over a ten year period, and principal drawn back down to the original \$200,000 and \$300,000 levels, providing approximately \$200,000 in additional borrowings for the purpose of completing the remaining renovation. Prior to completing the remaining renovation, the Board of Directors shall maintain a program of replacing rotted clapboards and other repairs, such as repairing roofs, further to maintaining the property.

ARTICLE X.
Bonding of Officers and Directors

All officers and Directors of the Association who control or disburse funds of the Association shall obtain a bond in the principal sum of not less than Twenty-Five Thousand Dollars (\$25,000.00). The Association shall bear the cost of bonding.

ARTICLE XI.
Arbitration

In the event of any internal dispute arising among unit owners, the Association, or their agents and assigns, concerning the operation of the Condominium, the parties in dispute shall submit to arbitration before the Division of Florida Land Sales, Condominiums and Mobile Homes pursuant to the Rules of Procedure promulgated to govern such arbitration hearings by the Department of Business and Professional Regulation.

ARTICLE XII.
Amendments

Amendments to these By-Laws may be made by a three-fourths vote of members of the Condominium Association. Amendments may be made at the annual meeting of members or at special meetings pursuant to notice clearly setting forth the proposed amendments. No provision of the By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-Law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. All amendments shall be certified by the Secretary and recorded in the Public Records of Palm Beach County, Florida, as amendments to the Declaration of Condominium.

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ⁱ For example, any Member who had served for two consecutive years in 2003 and 2004, or joint owner or related person successor in title attributed with such Member's consecutive two years service, would be precluded from serving on the Board until beginning after the annual meeting to be held in November 2006.

ⁱⁱ For example, had a Member, including joint owners and related successors in title, served on the Board in 1993, 1995, 1998, 1999, 2000 and 2003, such Member would no longer be eligible to serve on the Board.

ⁱⁱⁱ Limited to several trees along the northeast border of the Condominium property.

^{iv} Approximations provided by Kislak National Bank; actual amounts will vary.



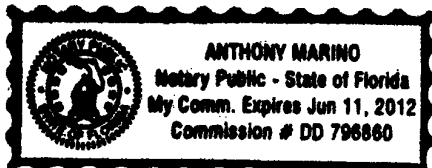
CFN 20110450638
 OR BK 24886 PG 1584
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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1584 - 1595; (12pgs)

RETURN TO:
 Phoenix Management Services, Inc.
 3082 Jog Road
 Lake Worth, FL 33467

SECRETARY'S CERTIFICATE

The undersigned, John L. Kyle, Secretary of HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, certifies that attached hereto is a true and correct copy of the Sixth Amendment to By-Laws of Heatherwood of Boca Raton Condominium Association, Inc. (hereinafter "Sixth Amendment to By-Laws"), which Sixth Amendment to By-Laws was approved by a three-fourths vote of members of the Condominium Association, has not been in any way rescinded, annulled or revoked, is in full force in effect and constitutes a valid amendment of the By-Laws attached as an amendment of the Heatherwood Condominium Declaration of Condominium recorded September 5, 1985 in O.R. Book 4643, Page 322, as amended by Amendment to Declaration of Condominium for Heatherwood Condominium recorded June 5, 1986, in O.R. Book 4898, Page 1434, and which Sixth Amendment to By-Laws replaces and supplants the First Amendment to By-Laws of the Condominium Association recorded April 11, 2001, in O.R. Book 12450, Page 822, the Second Amendment to By-Laws of the Condominium Association recorded January 13, 2004, in O.R. Book 16434, Page 1688, the Third Amendment to By-Laws of the Condominium Association recorded April 8, 2004, in O.R. Book 16784, Page 1754, the Fourth Amendment to By-Laws of the Condominium Association recorded September 21, 2004, in O.R. Book 17548, Page 0732, as well as the Fifth Amendment to By-Laws of the Condominium Association recorded April 22, 2005, in O.R. Book 18463, Page 0532, each as recorded in the Public Records of Palm Beach County, Florida. Sworn to and subscribed before me this 5th day of December, 2011.

HEATHERWOOD OF BOCA RATON
 CONDOMINIUM ASSCOAITON, INC.,
 A Florida not-for-profit corporation



By: John L. Kyle
 John L. Kyle, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

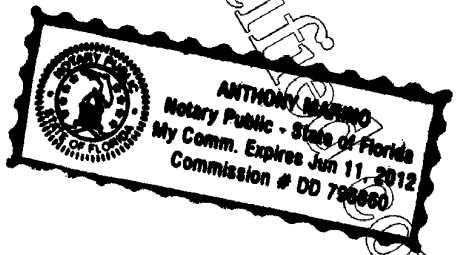
SS:

I HEREBY CERTIFY that on this 5th day of December, 2011, before me, an officer duly qualified to take acknowledgement, personally appeared **John L. Kyle, as Secretary of Heatherwood of Boca Raton Condominium Association, Inc.**, to me and known to me to be the same person described in and who executed the foregoing instrument, and duly acknowledged execution of such instrument.

Anthony Marino
Notary Public – State of Florida

Anthony Marino
Printed Name of Notary

My Commission Expires: June 11, 2012
Commission Number: 796860



**SIXTH AMENDMENT TO BY-LAWS
HEATHERWOOD OF BOCA RATON
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I.

General

Section 1. The name of the corporation shall be HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., and shall be referred to herein as the "Condominium Association," or "Association."

Section 2. The principal office shall be located at the management or administrative company then currently engaged by Condominium Association, or at such other place as may be designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine.

ARTICLE II.

Membership

Section 1. This Condominium Association has been organized for the purpose of managing, operating and maintaining HEATHERWOOD CONDOMINIUM.

Section 2. All owners of Condominium Parcels in said Condominium shall automatically become members of the Condominium Association upon acquisition of their ownership interest as provided in the Declaration of Condominium appertaining thereto as recorded in the Public Records of Palm Beach County, Florida. Transfer of ownership in a Condominium Parcel, either voluntarily or by operation of law, shall automatically terminate the membership in the Condominium Association of the owner of such Condominium Parcel. Transfer of ownership in a Condominium Parcel, by way of inheritance, probate, or such other manner which may be effective by operation of law, shall entitle the beneficiary to automatic membership in the Condominium Association, notwithstanding the review and approval rights otherwise granted to the Board of Directors in these By-Laws or the Heatherwood Condominium Declaration of Condominium.

Section 3. In the event of dissolution of the Condominium Association for any cause, members in good standing at the time of such dissolution shall be entitled to participate in the final distribution of the Condominium Association's assets to the extent of their ownership interest in the assets then held by the Condominium Association for the benefit of the Condominium by virtue of which the owners then hold their membership in the Condominium Association, all as more fully provided in the Declaration of Condominium.

ARTICLE III.

Meetings of Members

Section 1. The annual meeting of members shall be held during the month of December of each year at the principal office of the Condominium Association or other designated place. Written notice shall be given to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. Unless a unit owner waives, in writing, the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each owner. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association's annual meeting were mailed or hand-delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.

Section 2. Any approval by unit owners called for by Chapter 718 of the Florida Statutes, or the Declaration of Condominium, or these By-Laws, shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Florida Statutes, the Declaration of Condominium, and these By-Laws, relating to unit owner decision making except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these By-Laws or the Declaration of Condominium or any Florida Statute which provides for the unit owner action. Unit Owners may waive notice of special meetings if allowed by these By-Laws, the Declaration of Condominium or any Florida Statute.

Section 3. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Common Expenses to the unit owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the annual budget will be considered and adopted. If an adopted budget requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written application to the Board by ten percent (10%) of the voting interests of the Condominium, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than the majority vote of all the voting interests of the Condominium. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting, or by a majority of all the voting interests, in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained, or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. The unit owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget.

Section 4. Notice of the time and place of any special meeting called pursuant to these By-Laws shall be given to each unit owner at least fourteen (14) days prior to the date of such meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the date of such meeting, except in the case of a bona fide emergency, in which case the notice of the special meeting shall be given as soon as possible by mail, or other reasonable means, after the decision to call the meeting is made.

Section 5. The President, or, at the sole discretion of the President, any other member of the Board of Directors designated by the President, shall preside at all meetings. All meetings shall be conducted in accordance with Robert's Rules of Order.

Section 6. At every meeting of unit owners, the owners of each Condominium Parcel shall be entitled to cast one vote for each Condominium Parcel owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and shall be entered of record by the Secretary in the minutes of the meeting. Proxies shall only be effective for the specific meeting for which originally given, and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at anytime at the pleasure of the unit owner executing it. All proxies shall be in such form and utilized in such manner as may be required by the applicable Florida Statutes and Florida Administrative Code.

Section 7. If a unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the Condominium Association before each meeting the name of the joint owner authorized to cast the vote for the Condominium Parcel. If the Condominium Parcel is held in the name of a corporation, the vote shall be cast by the person designated in writing by the corporation and filed with the Secretary of the Condominium Association before each meeting. If joint owners or a corporate owner of a unit fail to designate the person to cast the vote for the Condominium Parcel for a particular meeting, then the last person so designated to cast such a vote as reflected by the records of the Secretary of the Condominium Association shall be authorized to cast such vote. As to each Condominium Parcel, the authorized voter may cast one vote for as many persons as there are Directors to be elected. However, the authorized voter for any single Condominium Parcel may not cast more than one vote for a particular candidate (i.e., if five Directors are to be elected, an authorized voter may cast up to five votes, but may not cast more than one vote for any single candidate).

Section 8. A quorum for the transaction of business at any meeting of the members of the Condominium Association shall consist of a majority of the membership interests of the Condominium Association; however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting unless the question is one which, by express provision of applicable Florida Statutes or Florida Administrative Code, the Declaration of Condominium, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control the determination of such question.

Section 9. A complete list of the members entitled to vote at each annual or special meeting of the membership shall be furnished and certified by the Secretary of the Condominium Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV.

Board of Directors

Section 1. The business and property of the Condominium Association shall be managed by a Board of not less than three (3) and not more than seven (7) Directors, such number to be determined annually by vote of the then existing Board of Directors, at a meeting of the Board of Directors to be held no less than sixty (60) days prior to the annual meeting of members.

Section 2. In order to qualify to serve as a member of the Board of Directors, one must be a member of the Condominium Association.

Section 3. To the extent that there are two or more eligible candidates for any position on the Board of Directors to be filled as a result of expiration of term, resignation or death, Directors shall be elected by the members at the (i) annual meeting of members, or (ii) by election of the members at a duly noticed meeting called for the purpose of filling such position. In the event of a vacancy or vacancies on the Board of Directors as a result of recall of one or more, but less than a majority, of the members of the Board of Directors, the Board shall appoint a replacement until the next regular election. If a majority of the members of the Board of Directors are recalled, then a general election shall be called for the purpose of filling such open positions.

Section 4. The process for election of members of the Board of Directors shall comply with the mandates of the applicable Florida Statutes and Florida Administrative Code, as may be amended from time to time, including but not limited to the specific election procedures set forth in Section 61B-23.0021, Florida Administrative Code. The organizational meeting of the Directors shall be held at the same place as the members' meeting, and immediately after the adjournment of same.

Section 5. Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the President, and in the President's absence, by the Vice-President or by any two (2) members of the Board of Directors.

Section 6. Notice of all regular and special meetings shall be mailed to each Director by the Secretary or a designee of the Secretary, at least five (5) days prior to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Except in the case of an emergency, notice of all annual and special meetings of the Board of Directors shall be conspicuously posted forty-eight (48) hours in advance of such meetings for the attention of all members of the Condominium Association.

Section 7. A quorum for the transaction of business at any annual, regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time. A Director may attend a meeting of the Board via speaker-phone telephone.

Section 8. The Directors shall elect by majority vote the officers of the corporation at the Directors' organizational meeting immediately following each annual meeting of the members of the Condominium Association. All officers except the Secretary and Treasurer and their respective assistants, if any, must be members of the Board of Directors.

Section 9. In the first election following the adoption of these amended By-Laws, the terms of office of the members of the Board of Directors, which shall mean that Directors who have served for one year may be elected to a term of no greater than one year, shall be staggered in the following manner: If the Board of Directors is to be comprised of three (3) members, the member with the

greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year; If the Board of Directors is to be comprised of four (4) or five (5) members, the two (2) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year; If the Board of Directors is to be comprised of six (6) or seven (7) members, the three (3) members with the greatest number of votes shall serve upon the Board for a term of two (2) years, with each of the other elected members serving for a period of one (1) year. In the event of a tie, or in the event that no elections are held due to a lack of candidates to compete for membership upon the Board of Directors, then the members of the Board of Directors shall, by majority vote, determine which of the members of the Board of Directors (according to the number of Directors on the Board as set forth in this section) shall serve the two (2) year term. If a member of the Board of Directors is appointed to fill a vacancy on the Board, such member shall serve until the next regular election; such appointed Director shall serve for a term of less than one year.

Section 10. An officer may be removed at any time by a two-thirds vote of the full Board of Directors. An officer or Director may be recalled or removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests in the Condominium. A special meeting of the owners to recall a member of the Board of Directors or an officer may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of members, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession within seventy-two (72) hours after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described in the next paragraph. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two (72) hours, file with the Division of Florida Land Sales, Condominiums, and Mobile Homes a petition for binding arbitration pursuant to procedures set forth in Florida Statute Section 718.1255. All unit owners who voted at the meeting or who executed the agreement in writing for recall shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon the service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take any action pursuant to Florida Statutes, Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

Section 11. The Directors may, by resolution, appoint members of the Board as an executive committee to manage the business of the Condominium Association during the interim meetings of the Board. The executive committee shall keep records of its meetings.

Section 12. Directors or officers shall receive no compensation for their services in such capacity, nor may a Director or officer receive any compensation for any service rendered to the Association, other than reimbursement for actual out-of-pocket expenses advanced for the benefit of

the Association, nor may any Director or officer receive indirect compensation or benefit as a result of his or her services as a Director or officer.

Section 13. At each annual members' meeting, the Directors shall submit a written statement of the business transacted during the preceding year together with a report of the general financial condition of the Condominium Association, a report of the condition of its tangible property, and a report of the status of assessments. Such statements and reports shall be mailed to members not present at the annual meeting.

Section 14. All annual and special meetings of the Board of Directors shall be open to all members of the Condominium Association.

Section 15. Owners, and the Board of Directors or its designee(s), may tape record or videotape meetings of the Board of Directors, committee meetings, or meetings of the members subject to the following restrictions:

1. The only audio or video equipment and devices which maybe utilized at any such meetings are those which do not produce distracting sound or light emissions;
- ii. Audio or video equipment and devices shall be assembled and placed in position in advance of the commencement of any such meeting, and the operator of such equipment shall not act in such a way as to interrupt or otherwise disrupt the smooth functioning of any such meeting; and
- iii. A minimum three (3) days advance written notice shall be given to the Board of Directors by any member who desires to utilize any audio or video equipment or devices at any such meeting. No advance notice is required of the Board of Directors to utilize such equipment.

Section 16. The Directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Certificate of Incorporation of the Condominium Association, the laws of the State of Florida, and the Declaration of Condominium.

Section 17. Notwithstanding any other provision of these By-Laws, in order that the books and financial records of the Association will be open to inspection for all members at all times and in order to avoid undue reliance on any member of the Association with respect to accounting for the financial affairs of the affairs of the Association, the Association shall always employ a professional management, accounting or administrative company to keep the books and help with the affairs of the Association, which company shall be supervised and monitored by the Board of Directors.

ARTICLE V.

Officers

Section 1. The officers of the Condominium Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board of Directors may designate, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by separate persons.

Section 2. The President shall preside at all Directors' and members' meetings (unless another member of the Board of Directors is designated for such responsibility in accordance with

Article III, Section 5) and shall have general supervision over the other officers. The President shall sign all membership cards and shall execute all contracts, agreements and obligations of the Condominium Association; except, however, as such authority may be otherwise delegated by resolution of the Board of Directors; and the President shall perform all other duties as are incident to the office of President. In case of the absence or disability of the President, the President's duties shall be performed by the Vice-President.

Section 3. The Secretary, or a designee of the Secretary, shall issue notices of all Directors and members' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest by signature and impress with the corporate seal all membership cards; and shall perform all such other duties as are incident to the office of Secretary.

Section 4. The Treasurer shall have custody of all money and securities of the Condominium Association and shall give bond in such sum and with sureties as the Directors may require conditioned upon the faithful performance of the duties of the office. The Treasurer shall keep regular books of account and shall submit them, together with all vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; shall deposit all moneys and other valuable effects in the name of, and to the credit of, the Condominium Association, and such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Condominium Association as ordered by the Board; and shall perform all such other duties as are incident to the office of Treasurer.

ARTICLE VI.

Inspection of Books and Accounts

Section 1. The books, accounts, records, and insurance policies of the Condominium Association shall be open to inspection by members of the Board of Directors and members of the Condominium Association (or their authorized representatives) as may be required by the applicable Florida Statutes and Florida Administrative Code.

ARTICLE VII.

Fiscal Matters

Section 1. The fiscal year of the Condominium Association shall begin on the first day of January and shall end on the thirty-first day of December of each calendar year, each of these days being inclusive.

Section 2. Each member of the Condominium Association is responsible for timely payment to the Condominium Association of regular and special assessments, fines, late fees and charges, and other financial obligations incurred pursuant to the Condominium Association's governing documents. Failure by a member to pay such indebtedness when due shall subject the member to such action as is deemed appropriate by the Board of Directors, including without limitation, the imposition of administrative charges upon such delinquent indebtedness, the charging of attorneys' fees and expenses for the enforcement of the Condominium Association's rights, and the placing of a recordable lien upon the member's Condominium Parcel. The Condominium Association shall have

the right, without waiver of any other rights it may have, to sue to recover a money judgment for the amount of the indebtedness, such amounts as may be imposed by the Condominium Association under this Section, and all expenses, costs and attorneys' fees, including pre-trial, trial, arbitration, and appellate fees incurred in connection with such action. Any such action shall be without recourse to the Condominium Association's ability to retain any lien which may have been placed upon the member's Condominium Parcel in order to secure said amounts.

ARTICLE VIII.

Notices

Section 1. All notices required by these By-Laws shall be in writing and shall be deposited in the United States mail properly addressed to the last known post office address of the person entitled to such notice.

Section 2. Any notices required hereunder may be waived in writing by the addressee of same.

ARTICLE IX.

Management, Operation and Maintenance of the Condominiums

Section 1. General. The Board of Directors shall have all of the powers and duties and perform all of the obligations of the Condominium Association as provided in these By-Laws, in the Certificate of Incorporation of the Condominium Association, in the Declaration of Condominium, and as required by the laws of the State of Florida.

Section 2. Assessments. The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Condominium Association which shall project the estimated Common Expenses of maintenance, operation and management of the Condominium by the Condominium Association for the forthcoming year. Said annual budget shall also project the share of said Common Expenses to be paid by the owners of each Condominium Parcel in the Condominium as provided in the Declaration of Condominium. Copies of the proposed budget, including total assessments and assessment shares of the owners of each Condominium Parcel, shall be delivered to each member of the Condominium Association not less than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared and not less than fourteen (14) days prior to the Board of Directors' meeting at which the proposed budget may be adopted. Notice of said Board of Directors' meeting shall be mailed to each member of the Condominium Association not later than fourteen (14) days prior to said meeting. In the event the Board of Directors shall fail to prepare and/or adopt an annual budget and deliver copies of same to the members of the Condominium Association in time for the forthcoming year, then the budget for the preceding year shall remain in effect and assessments shall be payable by the members in accordance therewith until the new budget becomes effective. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statute, Section 718.504(21). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserved item. By a vote of the

of a majority of the voting interests of the Condominium present at a duly called meeting of the Association, the Association may determine for a fiscal year to provide no reserves or reserves less adequate than required herein. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Section 3. Assessment Records. Complete assessment records shall be maintained for the account of each Condominium Parcel showing the name and address of each such Condominium Parcel owner, the amount of each assessment against each such owner, the due dates of each assessment, the amounts paid on the account and any balance due. Assessments shall be collected from unit owners by mailing assessment notices to the address of the unit owner maintained in the corporate records of the Association.

Section 4. Management. The Board of Directors shall have the power and authority to contract for the management and maintenance of the condominium property and to authorize a management or administrative agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association, as well as retaining and performing functions which otherwise may be delegated to a management or administrative agent, including authority to hire and oversee direct employees of the Condominium Association.

Section 5. Purchase of Units. The Board of Directors are further authorized to purchase a Condominium Parcel at a foreclosure sale of any nature; provided, however, that the expenditure of funds for such purposes has been authorized by a majority vote of the Board of Directors; or provided that funds for such purpose have been made available by one or more Condominium Parcel owners for whose benefit the Condominium Association has agreed to take title, subject to further sale as authorized by the Declaration of Condominium.

Section 6. Transfer Fees. The Association may charge a transfer fee in connection with the sale, mortgage, lease, sublease or other transfer of a unit, which fee shall, in no event, be greater than Fifty Dollars (\$50.00). However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sub-lessee, no such charge shall be made.

ARTICLE X.

Bonding of Officers and Directors

All officers and Directors of the Association who control or disburse funds of the Association shall obtain a bond in the principal sum of not less than Twenty-Five Thousand Dollars (\$25,000.00). The Association shall bear the cost of bonding.

ARTICLE XI.

Arbitration

In the event of any internal dispute arising among unit owners, the Association, or their agents and assigns, concerning the operation of the Condominium, the parties in dispute shall submit to arbitration before the Division of Florida Land Sales, Condominiums and Mobile Homes pursuant to the Rules of Procedure promulgated to govern such arbitration hearings by the Department of Business and Professional Regulation.

ARTICLE XII.

Amendments

Amendments to these By-Laws may be made by a three-fourths vote of members of the Condominium Association. Amendments may be made at the annual meeting of members or at special meetings pursuant to notice clearly setting forth the proposed amendments. No provision of the By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-Law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. All amendments shall be certified by the Secretary and recorded in the Public Records of Palm Beach County, Florida, as amendments to the Declaration of Condominium.