

Pines of Delray Association, Inc.

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**RULES
&
REGULATIONS

BOOKLET**

ADOPTED: APRIL 2, 2015

INTRODUCTION

In this booklet you will find answers to the most frequently asked questions about living here at the Pines. This information is intended as a supplement to the **AMENDED AND RESTATED CONDOMINIUM DOCUMENTS** which are recorded in the public records and which every owner should have. **PLEASE REMEMBER THAT OWNERS ARE RESPONSIBLE FOR GUESTS AND TENANTS.**

The restrictions contained in **THE AMENDED AND RESTATED PINES OF DELRAY CONDOMINIUM DOCUMENTS** were designed to promote comfortable living and harmonious relations within our community. It would be impossible for all of these rules to please everyone, or to satisfy every individual.

The Condominium Documents and these rules specifically restrict use of the condominium property in many respects. Some of these restrictions are in the interest of your safety; many are in consideration of your neighbors; others are meant to maintain the beauty of your community. Please bear in mind that these rules are not all inclusive and contain a general prohibition against behavior that constitutes a nuisance or is improper. We trust that you will use your good judgment to avoid violating any of the specific rules or the general prohibition against improper nuisance behavior.

Residence in a condominium community such as "The Pines" makes rules and guidelines necessary to ensure harmonious living. Each owner is entitled to use of his own apartment and the facilities on the common area. Such use must be in compliance with the rules and cannot unnecessarily or unreasonably conflict with the rights of other owners.

Any behavior objectionable to a majority is not acceptable and is considered a nuisance, and is prohibited by the condominium documents. Every rule or law places a restriction on all but is for the common good. We have pleasant surroundings and clubhouses, as well as pools and recreation areas. Through cooperation and observance by all of the necessary rules and guidelines, these areas may be enjoyed to the utmost.

All powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and the By-Laws and Articles will be exercised only by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners only when such approval is specifically required.

THESE RULES DO NOT REPLACE THE CONDOMINIUM DOCUMENTS. AT TIMES, THEY RESTATE RULES THAT ARE IN THE CONDOMINIUM DOCUMENTS FOR YOUR CONVENIENCE WHICH WE WANTED TO EMPHASIZE AND ARE FREQUENTLY ASKED ABOUT. AT TIMES THEY ARE AN EXERCISE OF THE BOARD'S RULE MAKING POWER, AND SET FORTH ADDITIONAL RULES. IT IS

IMPORTANT THAT YOU READ THESE RULES AND ALSO THE CONDOMINIUM DOCUMENTS TO FAMILIARIZE YOURSELF WITH ALL THE RULES.

Far more important than the "dos and don'ts" in the condominium Documents are those unwritten standards we should live by: Respect for and consideration of others.

A dignified and congenial atmosphere is best maintained by keeping the golden rule in mind; by intelligently and respectfully observing the formal rules as well as any additional guidelines formulated by our Board of Directors.

To become an all-inclusive governing body, your Board of Directors has enlisted the talents of the following standing committees: **FISCAL AFFAIRS, HEARING COMMITTEE ON FINES, SOCIAL AFFAIRS and UNIT OWNER RELATIONS.**

RULES

I. MOLD ISSUES:

The Unit Owner must take positive steps to reduce and/or eliminate the occurrence of mold and/or mildew (collectively "mold") growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by fungi, including mold and/or mildew. These include, but are not limited to the following:

1. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.
4. Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.
5. Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.

6. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.
7. Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.
8. Fix leaky plumbing and leaks in the interior surfaces of the Unit and in the pipes serving the Unit and all other sources of moisture problems immediately.
9. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.
10. Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.
11. Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold.
12. Regularly maintain the Unit. For example regularly caulk the windows, faucets, drains, tub and showers.

II. TAKING CARE OF THE UNIT IN YOUR ABSENCE:

13. If an owner plans to be absent or is absent for more than one (1) month, and there is no tenant occupying the unit, then the unit owner shall be required to designate an individual to check on the unit in his or her absence.
14. Items that are outside their apartment must be brought inside including porch furniture, bikes, plants etc. The Association shall not be responsible to the unit for any damage or any liability whatsoever if this rule is not complied with. In addition, if necessary, the Association may, but is not obligated to, enter the unit to protect it, the neighboring units or the common elements. Any articles left out when a storm warning or watch is posted will be disposed of. Any expenses incurred will be billed to the unit owner.
15. Toilets must be treated with bleach and saran wrap placed to cover the hole in the toilet seat to prevent evaporation.
16. All sink drains shall be plugged and water valves turned to the off position. The main shutoff valve must be turned off as well.
17. Air conditioning must be left at 77 degrees or cooler and if the unit contains a humidistat, it must also remain continuously on.

III. PARKING:

Parking of automobiles or SUVs must only be in your assigned space (or another assigned space the owner of the unit has given you **written** permission to use) or in a guest spot. **YOU MUST USE YOUR ASSIGNED SPOT BEFORE PARKING IN A GUEST SPOT.**

All vehicles must have a valid and unexpired registration (license plate/tags) and a valid parking sticker from the Association. Vehicles must be parked within the lines. Vehicles shall not back into parking spaces.

Covered Vehicles will be inspected for compliance. Guest spaces are for the use of guests or any invitees of the unit, including contractors. Guest spaces are not to be used for storage of vehicles or any other items without express written permission from the Board. **IF YOU ARE LEAVING TOWN FOR A MONTH OR MORE, AND YOU HAVE A SECOND VEHICLE, YOU MUST OBTAIN PERMISSION FROM THE BOARD PRIOR TO LEAVING THE VEHICLE IN A GUEST SPACE.**

Guests may not park in an owner's or resident's space.

Boats, Campers and trailers. No boat, trailer, recreational vehicle, camper, jet ski, craft, motor home may be parked at any time anywhere on Condominium property except with the written consent of the Association. Written consent must be sought at least thirty days in advance of the boat camper or trailer being brought onto condominium property, or such consent will be denied. In the event consent is granted, parking shall only be in the specific area permitted by the Association in the overflow parking lots.

Commercial Vehicles. No commercial vehicles are permitted to be parked anywhere on the Condominium Property except in the overflow lot during the hours of 8:01 PM until 11:59 P.M and 12:00 midnight until 7:59 A.M Monday through Friday, or at any time on Sunday.

From 8:00 A.M until 8:00 P.M, Monday through Friday, and from 8:00 A.M until 5:00 P.M on Saturday, Commercial vehicles will be permitted to be parked in the parking adjacent to the units so long as they are parked temporarily and servicing a particular unit. Without limitation, any vehicle with equipment attached to the exterior or anything hanging over or exposed or any vehicle with any lettering or other indicia of commercial enterprise is a commercial vehicle that may only be parked in the overflow lot.

No vehicle may cause damage to parking lot surface (flat tires, leaking fluids etc.). No vehicle shall be permitted to be parked, stopped, stored or otherwise on the condominium property without a pass, permit or decal ("decal") unless the car is parked in a guest or overnight spot, or is registered to the owner. No vehicle shall be parked in such a manner to impede or prevent access to another parking space.

A vehicle that cannot operate on its own power or that is dripping oil or other fluids or is otherwise non-operational must be moved from the Condominium Property as soon as possible but in no event later than two (2) days after they became non-operational unless the vehicle can be made operational by a repair that typically takes less than two (2) hours. Except for repairs that typically take less than two (2) hours, such as jumper cables, changing a tire, no repairs to vehicles may be made on Condominium Property without the express written consent of the Association.

Any damage caused by any vehicle to the Condominium Property shall be the responsibility of the Unit Owner who owns the vehicle, or in the case of a resident, the Unit in which the resident lives, or in the case of a guest or invitee, charged to the Unit Owner who invited the guest or invitee, or whose resident invited the guest or invitee.

Violators will be ticketed and/or towed at the owner's expense along with any other enforcement action the Association deems appropriate under the circumstances. You are responsible to ensure that your guests, contractors or other visitors comply with these rules.

IV. CORRIDORS, WALKWAYS, STAIRWAYS, CATWALKS AND OTHER COMMON AREAS: No trash, items or other debris are to be left in the corridors, walkways, stairways, catwalks or other Common Areas. Such areas may not be obstructed in any fashion. In addition, no rugs shall be cleaned or "beaten" on patios or in the stairways, halls, catwalks corridors or any where outdoors. In addition, no dust, rubbish or litter may be swept into any common or limited common area. Cleaning of dryer vents is excluded from this rule.

V. KEYS/ALARM CODES/ EMERGENCY CONTACT INFORMATION: All owners must provide the Association with one spare key to any locks on the unit door, and owners may not make any change to the lock of the unit door without providing a spare key to the Association. Similarly, any alarm code must be provided to the Association. In addition, the names and telephone numbers of primary and secondary contacts must be on file with the Association. In the event access is required no less than two people will be present.

VI. WINDOW COVERINGS: All window coverings or drapes which are visible from the exterior of the Unit shall be a neutral color (i.e. white, ivory, beige, tan, etc.).

VII. BARBEQUES/GRILLS: Barbeques, grills, or any devices intended to warm or cook or reheat food may not be used on stairways, walkways, corridors or anywhere on Condominium Property unless in a specifically designated area where the Association has approved barbequing or cooking either in writing specifically to the unit owner utilizing the area for such use, or the Association has otherwise designated the area and approved it for community barbequing or cooking.

VIII. GARBAGE: All garbage must be placed in garbage bags and securely closed before deposited in the dumpsters. The area around your dumpster must be kept clean. Nothing is to

be left outside of the dumpsters. In addition to being a rule violation subjecting the violator to fines and other enforcement action, it will not be picked up.

IX. NOISE: Excessive noise shall be prohibited after 11:00 p.m. and before 8:00 a.m. on any day. The term "excessive noise" shall mean any use or operation (or permitting anyone to use or operate) any radio receiving set, television set, musical instrument, computer, other electronic device, or other machine or device that emits sound with louder volume than is necessary for convenient hearing for the person or persons who are in the unit in which such machine or device is operated and who are voluntary listeners thereto. Without limitation, the operation of any such set, instrument, computer, machine or device during the hours listed above in such manner as to be plainly audible at a distance of one hundred (100) feet from the Unit shall also be considered "excessive noise"

X. MAXIMUM OCCUPANCY: Maximum number of persons who may reside in Units is six (6) persons. A copy of these rules and the "Use Restriction" section of the Declaration must be given to renters.

XI. PETS: No pets or animals are allowed on Condominium Property. Notwithstanding the foregoing, residents may own or otherwise possess no more than two House Cats, no more than two Birds and fish (as long as none of the same create a nuisance through noise or otherwise). Guest(s) are not allowed to bring pets on the property. Without limiting the generality of the general nuisance provision, if any permitted pet or animal shall become a nuisance to other Unit Owners, the Association may demand that the pet be removed from the Condominium Property, at which time the pet must be removed. All pet waste must be picked up by the Pet Owner immediately. No pets may be present in the Common Areas unless in a container for carrying pets.

XII. USE OF AMENITIES: No persons are allowed to use the recreational amenities unless they are approved residents or Guests of and in the company of a properly approved resident. For clarity, if the Unit is rented, the Owners are not entitled to use or accompany guests to the recreational facilities, as only the resident can utilize such facilities and invite guests (which may include the owner). However, if the unit is neither owner occupied or rented or occupied by anyone, then the owner will be deemed a resident for the purpose of this rule. Similarly, tickets for special events at the clubhouse are limited to residents and their guests on a first come basis.

XIII. OUTDOOR FURNITURE AND OTHER ITEMS: Outdoor furniture may not be left on the lawns unattended, or overnight. Walkways must be clear and free of impediments, i.e., bikes, chairs, potted plants, etc.

XIV. METER ROOMS/MECHANICAL EQUIPMENT/ TIMERS: Meter rooms at the rear of buildings may not be used for storage or for any reason by an owner. Any items found in meter rooms will be disposed of immediately, and you may also be subject to additional

enforcement action. Street light, building time clocks and all other mechanical equipment are for the use of maintenance personnel only. No owner may adjust or otherwise tamper with any mechanical equipment including the street lights and building time clocks.

XV. UNOCCUPIED UNITS: During your neighbors' absence be aware of strangers or any signs of criminal activity. Remove newspapers or other litter that clearly says, "nobody home" and contact the office.

XVI. ARCHITECTURAL CHANGES/SIGNS: Any modification of the Unit visible from the exterior, or that in any manner changes the appearance of any portion of the Common Elements, or make any structural change within the Unit requires prior approval of the proposed change by The Pines of Delray Association Board of Directors. This approval is sought by completing a **REQUEST FOR APPROVAL on a Form obtainable from the Association office and all workers must comply with all insurance, licensing and permit requirements contained in the Association's approval applications.**

In addition, without limiting the above, no sign, display, poster, or any other item of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of units) may be displayed or affixed to the unit in public view of any portion of any building or other Improvement in the Condominium Property (including, without limitation, within a Unit) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. In addition, no further Window Treatments without the express written permission of the Association. After an item that may be approved, such as, without limitation, outside window coverings, storm awnings or exterior shades is installed, no further alterations to said items may be done without the express written consent of the Board.

Without limiting the above, no one may affix, write or otherwise place their names or other information on any common or limited common element or Association Property including but not limited to lawns, entries, doors, and pool chairs.

XVII. LANDSCAPING CHANGES: No planting will be allowed on the common element other than by the Board of Directors. All plantings not approved in writing by the Association **WILL BE REMOVED**, and also constitute a violation of this rule. No vegetable or fruits will ever be permitted and they may not be planted in pots or in the ground or anywhere on Condominium Property.

XVIII. SOLICITATION: Door-to-door solicitation for any purpose whatsoever is prohibited.

XXI. LEASING OF UNIT:

Units may only be rented in their entirety and only with the express written permission of the Association. Owners must have owned for Eighteen Months prior to attempting to lease, and no lease will be approved unless the Association is below its 20% rental cap. Without limitation, no Unit may be rented for hotel or transient purposes. No lease will be approved and no lease may be made that is not for a minimum of four (4) months and a maximum of twenty four (24) months. A maximum of one lease will be approved per twelve month period.

A fee of \$100.00 (check must be from owner) must accompany the APPLICATION FOR UNIT LEASE to cover the processing fee. Application forms may be obtained from the Association office. Copied, incomplete or outdated forms will not be accepted.

Lease renewals must also be approved. If lease is proposed to be renewed, a new lease agreement form must be obtained from the office and returned at least fifteen (15) days prior to the expiration of the old lease.

A rush fee of \$50.00 will also be assessed for any requests that require expedited approval.

XXII. RESALE OR TRANSFER OF UNIT:

The Condominium Documents require that prior to the sale or any other transfer of a unit, the owner must submit the appropriate form that has been approved by The Pines of Delray Association Board of Directors and obtain approval for the sale or other transfer. Only transfers to a proposed human owner or family trust will be considered for approval. A fee of \$100.00 (check must be from present owner) must accompany the APPLICATION FOR RESALE OR TRANSFER OF UNIT to cover the processing fee. Application forms may be obtained from the Association office. Copied, incomplete or outdated forms will not be accepted. A rush fee of \$50.00 will also be assessed for any requests that require expedited approval.

XXIII. ABSENTEE OWNERS' GUEST REGISTRATION:

Guests must register and be approved by the Association and are not permitted to visit or sleep in a unit for more than thirty (30) days/nights in any consecutive twelve (12) month period. ABSENTEE OWNERS' GUEST REGISTRATION forms may be obtained from the Association office and are subject to the approval of the Board of Directors.

XXIV. WINDOWS, BALCONIES AND DOORS AND DOORPOSTS: No clothing, laundry, rugs, towels or other items may be left outside or hung or draped from or over any window or exterior portion of a building or otherwise stored in a way that they can be seen from outside the unit.

Owners should not cause or permit anything to be placed on the outside walls or doors of the building and no sign, awning, canopy shutter or radio or television antenna shall be affixed to or placed on the exterior walls, doors or on any part thereof without the prior consent of the Board. The Board will approve small reasonable religious or other expressions of gratitude or patriotism.

Nothing shall be thrown or emptied out of the windows or doors into the common area.

XXV. NO SMOKING IN INDOOR COMMON AREAS OR WITHIN 50 FEET OF ANY BUILDING, EXCEPT INSIDE THE UNIT: Smoking is prohibited in all indoor common areas and all outdoor common areas that are fifty (50) feet or closer to any building.

a. In addition, and without limitation, smoking is prohibited at:

i. In or around the pool or pool deck.

ii. All areas surrounding the clubhouses.

iii. All walkways/catwalks surrounding and between buildings

XXVI. NUISANCE: The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances, and any violations of same shall be automatically also deemed a nuisance.

XXVII. WIND CHIMES, WIND SOCKS AND OTHER NOISY DECORATIONS:

Wind Chimes, Wind socks, and other noisy decorations are prohibited from being affixed anywhere outside of the Unit.

XXVIII. GARDEN HOSES: Garden hoses must be stored on a hanger and may not be loose or left unwound.

XXXIV. GENERAL RECREATIONAL AREA RULES APPLICABLE TO ALL AREAS:

- You must follow any rules posted whether or not they are also listed below.
- These areas are to be used at your own or your guest's risk.
- Use of these areas and facilities must be in such manner as to respect rights of all persons living on the property. Rough-housing, ball playing or excessive noise in these areas is also not permitted.
- Furniture and furnishings and decorations are not to be removed from the deck area, or the recreation room, or the lobby.
- No employee of any resident is permitted to use the recreation facilities.
- Any damage caused to any recreational area will be billed directly to the unit that causes the damage, regardless of whether it was the unit owner or a guest or a tenant.
- No Pets permitted in any of the Recreational areas listed below.
- Clubhouse furniture should be put in order etc., after use.

CLUBHOUSE RULES:

The Clubhouses are open to residents and their guests. The South Clubhouse is open from 6:00 a.m. until 11:00 p.m., except for special events. The North Clubhouse is open from 6:00 a.m. until 10:00 p.m., except for special events. During special events, no other activities will take place in the Clubhouses.

Wearing of shirts and shoes in the Clubhouse is compulsory at all times.

Furniture must not be removed from the premises without approval of the Board.

For safety reasons, children under 14 must be accompanied by an adult.

No smoking is permitted in South and North Clubhouse at any time or anywhere within fifty feet of the Clubhouses. In addition to being an Association rule, it is state law.

Owners are responsible for any damages or defacement they or their guests may cause.

ONLY THE NORTH CLUBHOUSE will be made available for private unit owner use upon proper application and approval of the Board.

The South Clubhouse will NOT be made available for private unit owner use.

The North Clubhouse may be used by unit owner for private social functions with the permission of the Board of Directors. To request such use, the appropriate form must be submitted to the office at least ten (10) days, but not more than thirty (30) days, in advance of the proposed activity. **REQUEST FOR PRIVATE USE OF THE NORTH CLUBHOUSE** form may be obtained from the Association office. A \$50.00 private use fee for daytime events/\$100.00 private use fee for nighttime events and a \$100.00 deposit are required for private use; the \$100.00 deposit is refundable if the Director in charge finds the premises in good order after such use.

A member of the Board or his designee will post the approved reservation notice on the front door of the North Clubhouse before the event.

BILLIARD ROOM RULES:

1. No food or drink permitted.
2. Shirts and shoes required.
3. Play time is limited to one hour if others are waiting.
4. For safety, children under 14 must be accompanied by an adult.
5. When play is finished table must be brushed and covered and equipment returned to proper place.

EXERCISE ROOM RULES:

1. Hours: S. Clubhouse 7:00 a.m. to 11:00 p.m. and N. Clubhouse 7:00 a.m. to 10:00 p.m.
2. Use equipment at your own risk
3. Children under 14 are not permitted to use equipment for safety reasons.
4. Shoes and shirt required
5. Door must remain open at all times.

BULLETIN BOARDS:

Nothing may be posted or removed from the bulletin boards at the clubhouses without permission from the Board of Directors. Notices by Unit Owners should be limited to 3x5 cards and must be dated, initialed and approved by a Director or Manager. Notices may remain on the boards for a maximum of ninety (90) days.

TENNIS COURTS RULES:

1. Hours: 8:00 a.m. to sundown.
2. First come first served.
3. Use of Courts is at Your Own Risk.
4. Tennis shoes and shirts must be worn at all times. Street shoes and bare feet are not permitted.
5. Children Under 14 must be accompanied by an adult for safety reasons.
6. Playtime is limited to one hour when people are waiting.
7. Do not adjust nets.
8. Gate to be kept locked after use.

SHUFFLEBOARD COURTS RULES:

1. Hours: 9:00 a.m. to sundown.
2. Players must wear shoes.
3. Courts must be swept clean and, discs waxed before play.
4. Children under 14 must be accompanied by an adult for safety reasons.
5. Do not walk on courts.
6. Do not play on wet courts.
7. All equipment must be returned to storage area after use.
8. Use courts at own risk.
9. When tournament is scheduled, the courts are for the exclusive use of the teams involved.
All tournaments must be cleared with the Director in charge of recreation.

BOCCE COURTS RULES:

1. Hours: 8:00 a.m. to sundown.
2. Players must wear shoes.
3. Courts must be swept clean after use.
4. Children under 14 must be accompanied by an adult for safety reasons.
5. Do not walk on courts.
6. Do not play on wet courts.
7. All equipment must be returned to storage container provided.
8. Use courts at own risk.
9. During Bocce Season, the courts are for the exclusive use of the teams involved.
The schedule must be cleared with the Director in charge of recreation.

SWIMMING POOL AREAS RULES:

The majority of our pool rules are based on the regulations of the Florida State Board of Health and/or at the request of our insurance carriers. They are also common sense rules of sanitation for our good health. **The rules as posted at the pools must be followed carefully so that unit owners, lessees and guests may continue to enjoy these facilities.**

POOL RULES:

1. No pets permitted in pool.
2. Hours: South Pool - from 6:00 a.m. to 11:00 p.m.
3. Hours: North Pool - from 6:00 a.m. to 10:00 p.m.
4. Bathing attire/swimming apparel/clothes designed for water must be worn at all times while in the pool.
5. No infants who are not potty trained or incontinent persons allowed in the pool.
6. Shower before entering Pool.
7. Remove oils and lotions.
8. Glassware and food prohibited in pool areas.
9. Flippers, scuba gears, snorkels, fins and other diving gear are prohibited in the pool.
10. No chairs or chaises may be reserved.
11. No ball playing, loud radios or boisterous conduct.
12. No diving or jumping in pool.
13. All alcoholic beverages are prohibited.

WHIRLPOOL RULES:

1. No children under (12) permitted for safety reasons.
2. Caution – eight (8) minutes maximum. (Board of Health Regulations)
3. Use at your own risk.
4. Shower before entering spa.

Owners are required to ensure that their families, tenants, guest or invitees comply with the rules and if they do not, the owners are jointly and severally liable for any violation.

GENERAL INFORMATION:

Reports covering an alleged violation may be filed with Management in a signed statement, and such alleged violation will be called by Management to the attention of the violating member or other individual directly concerned.

In the event that damage results from the violations of any of these rules and regulations by an owner, his family, guest, employees or lessees, or in the event of intentional or negligent damage to the Association's property or common elements, the Board of Directors is authorized to assess the owner an amount of the full cost of actual damage incurred, and the attorneys fees to collect, if necessary. In addition, even if damage does not occur, the Association may enforce these rules with fines and suspensions of privileges and all other remedies set forth in the Condominium Act and our Condominium Documents.

Your Board of Directors has no desire to use the full power granted to it by the By-Laws to enforce compliance with these rules and regulations, but will not hesitate to do so if full compliance is not accomplished voluntarily.

RULES AND REGULATIONS GOVERNING POSTING OF NOTICE:

Pursuant to Section 718.112(2)(c), Florida Statutes, the official location for posting notice of Association meetings is the bulletin Board in the South clubhouse across from the kitchen.

This does not preclude posting at other locations.

RULES AND REGULATIONS GOVERNING ALTERATIONS TO THE UNIT OR ITS EXTERIOR INCLUDING AFFIXING HURRICANE SHUTTERS

A. Installation Requests.

1. Any person desiring to alter the condominium property in any manner shall submit a written request therefor to the Board (or Manager) by completing an application for approval as may be promulgated by the Board of Directors, not less than thirty (30) days prior to the proposed commencement of the alterations. The written request shall contain (1) the name and address of the person desiring the alteration, (2) the unit number of the owner, (3) the name, address, and telephone number of the proposed contractor who will install or make any other alterations (together with the same information for any proposed subcontractors), (4) the proposed location of the alteration, (5) the proposed type, style, brand, color, material and name and address of the items proposed to be installed, and (6) the proposed manner of installation.

2. The written request required by paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor) who will complete the alterations, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).

3. In the event the Board, in its sole discretion, determines it to be necessary to have the Association's engineer review the documentation supplied pursuant to paragraphs 1 and 2 above, for the purpose of determining whether the proposed alteration conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation shall pay to the Association the estimated cost of such engineer's review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer's review within thirty (30) days subsequent to receipt of the Board's notice shall be deemed a withdrawal of the request for the alteration. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

4. Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed installation or alteration. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation. The Board shall send notice to the person requesting the proposed installation, whether the installation is approved or disapproved. In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests.

5. In the event the Board approves the proposed installation, construction shall commence within sixty (60) days subsequent to receipt of the Board's notice of approval. Failure to commence construction within the specified time shall be deemed an abandonment of the installation, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited. A person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

B. Maintenance and Owner Obligations. As a condition of approval, the owner of a Unit requesting installation of any items, or any alterations or improvements that were not installed by the developer shall be responsible for the insurance, maintenance, repair and replacement of the alterations or improvements.

C. Contractor Requirements.

1. No Contractor or person shall install, construct, affix, attach or make any alteration unless such person is qualified to do so and if required by law, holds an Occupational License to

perform such installation from the governmental agencies having jurisdiction over such type of work within the County and/or appropriate governmental Unit(s) in which the Condominium is located and holds a Certificate of Competency from the State of Florida or other applicable governmental authority ("Contractor").

2. In addition to the requirements of paragraph 1 above, no Contractor shall install, construct, affix, attach or make any alteration unless the Contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than one million dollars per occurrence, Workers' Compensation Insurance as required by law, and Automobile Liability Insurance, including non-owned and hired vehicles, in an amount not less than one million dollars, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law.

D. Construction Lien Law. The requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

E. Liability. The Owner of the Unit shall be liable for any and all bodily injury, property or other damage to the Condominium Property, Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the alteration or improvement.

F. Authority of Association Officers and Agents. All references to "Board" or "Association: herein shall include authorized Officers and agents of the Association.

G. Miscellaneous/Remedies. Any Unit Owner seeking approval for Shutters shall sign an Application which agrees to comply with this Resolution (plus any Rules and Regulations of the Association) including the following:

1. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the alteration.

2. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, Town, County, State or other governmental entities, including compliance, with current building codes.

3. Owner agrees to construct and maintain the alterations in a first-class manner, and Association shall have the right, upon prior notice to Owner, to periodically inspect to verify compliance with this requirement. If Owner fails to maintain the alteration as required herein, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the alterations removed and the property restored to its condition prior to the alteration.

4. Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the construction, installation or maintenance of the alterations.

5. Owner agrees to be responsible for any bodily injury, property or other damage to the Condominium Property, Association property or other units within the condominium which is caused as a result of the construction, installation or maintenance of the alterations.

6. The Association shall not be required to approve or permit any alteration, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

7. No Contractor, subcontractor, laborer or materialman shall be permitted entry upon the Condominium Property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed alteration has been approved by the Association.

H. Specifications of Hurricane Shutters as Required by the Condominium Act.

1. The Hurricane Shutter and the installation thereof, shall conform, in all respects, to the State Minimum Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the Condominium.

2. Additionally, shutters will only be approved if they are white accordion shutters. No other shutters will be approved.

RULES AND REGULATIONS GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS

A. BOARD AND COMMITTEE MEETINGS

1. Board and Committee Meetings Defined.

(a) "Board Meeting" is defined as a quorum of Directors gathered to conduct Association business.

(b) "Statutory Committee Meeting" is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) "Statutory Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2. Attendance at Board or Statutory Committee Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings, except as may be provided by law.

No other person shall be permitted to attend such Meetings, unless permitted by the Chairman. **Unit Owners do not have the right to attend Meetings of any Committee which is not a Statutory Committee, unless permitted by the Chairman.**

3. Participation at Meetings.

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings except as provided by law. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to the agenda item specified in the written request, unless otherwise requested to speak again by the Chairman of the meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements.

4. Taping of Meetings.

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee upon notice to the Board and compliance with the below conditions.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written request therefore to the Secretary (or Manager) at least ten (10) minutes before the start of the Meeting. A separate written request must be made for each meeting the Unit Owner desires to tape record or videotape. Notice must be given verbally to all unit owners at the meeting.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

B. ANNUAL AND OTHER MEETINGS WHERE OWNERS ARE REQUESTED TO VOTE ON A MATTER WHICH REQUIRES UNIT OWNER VOTE

1. Attendance at Meetings where Owners are Requested to Vote. Unit Owners have the right to attend such meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman to an Association.

2. Participation at Unit Owner Meetings.

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman.

(c) A Unit Owner will only be permitted to speak once in reference to the agenda item specified in the written request. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

4. Taping of Unit Owner Meetings.

(a) Unit Owners may tape record or videotape any Meetings upon notice to the Board and compliance with the below conditions.

(b) A Unit Owner desiring to tape record or videotape a Meeting shall submit a written request therefore to the Secretary (or Manager) at least ten (10) minutes before the start of the Meeting. A separate written request must be made for each meeting the Unit Owner desires to tape record or videotape. Notice must be given verbally to all unit owners at the meeting.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

C. ENFORCEMENT OF MEETING RULES

1. Ejection.

(a) Any person not authorized by law to attend a Meeting shall be prohibited from attending the Meeting, or ejected from the Meeting, unless otherwise determined by the Chairman.

(b) Any Unit Owner (or other person authorized by law to attend a Meeting) who fails to comply with these Rules shall be subject to ejection from the Meeting. The Chairman of the Meeting may, in the Chairman's sole discretion, give the non-complying person a warning regarding ejection, or depending upon the nature of the non-compliance, call for immediate ejection.

(c) The Chairman of the Meeting may appoint a Sergeant at Arms, who, at the direction of the Chairman, shall either remove the unauthorized or non-complying person or contact the police and have the police remove the unauthorized or non-complying person. The Sergeant at Arms need not be a member of the Association.

2. Fines. The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Documents, levy a fine against any person who fails to comply with these rules.

3. Legal Action. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.

4. Other Remedies. Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

A. RECORDS DEFINED. The Official Records available for inspection and copying are those designated by Chapter 718, Florida Statutes, the Florida Condominium Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. RECORDS AVAILABLE. No records other than those defined above shall be available for inspection or copying.

C. PERSONS ENTITLED TO INSPECT OR COPY. Only Unit Owners and person authorized by Unit Owners shall be permitted to inspect or copy the Association records that are not protected from disclosure pursuant to Florida law.

D. INSPECTION AND COPYING.

1. A Unit Owner, or a Unit Owner's authorized representative, desiring to inspect or copy Association records shall submit a written request by hand delivery, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the records requested.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted.

3. A Unit Owner, or a Unit Owner's authorized representative, shall not submit more than one (1) written request for inspection or copying of records per calendar month. No written request shall be submitted for the same records requested in a prior written request within the previous twelve (12) calendar months.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner or authorized representative of a Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open. No Unit Owner shall be entitled to inspect records for more than one "working day" per calendar month.

6. If, at or subsequent to inspection, a Unit Owner or a Unit Owner's authorized representative desires to have a copy of a record, the Unit Owner shall designate in a separate writing which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated,

then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept, the Association may send the records out for copying by an outside source, such as a commercial copying company. In such cases, the Unit Owners shall be responsible for those costs. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.** As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A Unit Owner or a Unit Owner's authorized representative shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed twenty five cents (\$.25) per page and absent a Resolution by the Board to the contrary, copies shall be charged at twenty five cents (\$.25) per page for such documents that the Condominium Act permits such charge, as it is amended from time to time. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. The cost of converting such records to written forms shall be in addition to the cost of copying such records, and the Unit Owner or the Unit Owner's authorized representative shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

8. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

E. MANNER OF INSPECTION.

1. No written request for inspection or copying shall be made in order to harass any Unit Owner or Association agent, Officer, Director, Committee Member or employee.

2. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

3. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of its personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or Officer to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

4. The Association shall maintain a log sheet which shall include:

- i. The date of a written request for inspection;
- ii. The name of the requesting party;
- iii. The records which are requested;
- iv. The date of availability of records for inspection or copying;
- v. The date of actual inspection or copying; and
- vi. The signature of the person inspecting or copying acknowledging receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt.

F. ENFORCEMENT OF INSPECTION AND COPYING RULES.

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

EXHIBIT "A"

AUTHORIZATION TO PERMIT RECORDS INSPECTION

TO: BOARD OF DIRECTORS, PINES OF DELRAY ASSOCIATION, INC.

FROM: _____, RECORD OWNER

UNIT: _____

RE: RECORDS INSPECTION

DATE: _____, 20__

Dear Sir or Madam:

Pursuant to the Policy contained in the "Rules and Regulations Governing Inspection and Copying of Association Records," I hereby authorize the following person or persons to inspect the Official Records of the Association in my stead:

Date: _____

Record Owners: _____

EXHIBIT "B"

REQUEST FOR INSPECTION OF CONDOMINIUM ASSOCIATION RECORDS

TO: BOARD OF DIRECTORS, PINES OF DELRAY ASSOCIATION, INC.
FROM: _____, UNIT OWNER OR AUTHORIZED REPRESENTATIVE
RE: REQUEST FOR INSPECTION OF ASSOCIATION'S RECORDS
DATED _____, 201____

Dear Sir or Madam:

Pursuant to the policy contained in Section D. of the "Rules and Regulations Governing Inspection and Copying of Association Records," adopted by the Association, I hereby request that the following records of the Association, or portion thereof, be made available for my review (use separate attachments if necessary):

Please contact me at _____ (list telephone number) to verify the availability of the requested documents for inspection and a mutually convenient time for said inspection.

Date: _____

Owner or Authorized Representative

EXHIBIT "C"—REQUEST FOR PHOTOCOPYING OF OFFICIAL RECORDS

TO: BOARD OF DIRECTORS, PINES OF DELRAY ASSOCIATION, INC.
FROM: _____, UNIT OWNER OR AUTHORIZED REPRESENTATIVE
RE: REQUEST FOR PHOTOCOPY OF ASSOCIATION'S RECORDS
DATED _____, 201__

Dear Sir or Madam:

Pursuant to the policy contained in Section D of the "Rules and Regulations Governing Inspection and Copying of Association Records," adopted by the Association, I hereby request that the following records of the Association, or portion thereof, be photocopied for my review (use separate attachments if necessary):

Pursuant to Section D of the above-referenced Resolution, enclosed herewith is the amount of \$ _____, in the form of [specify form of payment] _____, as a condition to the Association's photocopying of said records. I understand that if additional funds are necessary to cover actual costs, payment will be made before the records are released. Additionally, if the costs levied by the Association for photocopying are less than tendered herewith, the Association will refund the difference.

Date and signature: _____

Printed name of Person signing above _____

EXHIBIT "D"

LOG SHEET/RECORDS INSPECTION

Pursuant to Section E, of the "Rules and Regulations Governing Inspection and Copying of Association Records," adopted by the Board of Directors, this log sheet shall be utilized in connection with the inspection of Association records.

1. Name of Owners of Unit for which records access has been requested.

2. Unit Number. _____

3. Date of receipt of request for inspection or copying (date received by Association).

_____, 20__

4. Person(s) signing records access request.

5. Records requested to be inspected. (Use separate attachment if necessary).

6. Date person requesting inspection or copying was notified of availability of records for inspection or copying.

_____, 20__

7. Form of Notification of availability of records:

☐ telephone ☐ letter ☐ other (specify) _____

VI. RULES AND REGULATIONS GOVERNING UNIT OWNER INQUIRIES

WHEREAS, Section 718.112(2)(a)2, Florida Statutes provides:

When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry..... If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry....The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

and,

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple "inquiries" filed by Unit Owners,

NOW THEREFORE, the following Rule is adopted:

1. An "inquiry" is defined as a question, which specifically requests a written response from the Association.
2. An inquiry will be deemed received by the Association, on the day which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association's Registered Agent, pursuant to the most current on-line records of the Florida Secretary of State, Division of Corporations.
3. All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.
4. No Unit Owner may submit more than one inquiry in a single piece of correspondence or document. Unit Owners wishing to submit multiple inquiries shall submit each separate inquiry at least thirty days apart. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry during a thirty day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association responding to in the subsequent 30-day period, or periods, as applicable.

BYLAWS

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RECORDED: JANUARY 14, 2015

**AMENDED AND RESTATED
BYLAWS
OF
PINES OF DELRAY ASSOCIATION, INC.**

1. **IDENTITY.** These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Pines of Delray Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering the Condominiums of the Pines of Delray Condominium Community (hereinafter referred to in the singular as "the Condominium") which is located in Palm Beach County Florida, upon the lands described in the Declarations of Condominium. (The corporation may hereafter be referred to as the "Association.")

1.1 **Office.** The office of the Association shall be on the Condominium Property or at such other place, as may from time to time be determined by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 **Seal.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 **Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium and the Florida Condominium Act, all as amended from time to time.

2. **MEMBERS' MEETINGS.**

2.1 **Annual Meetings.** Annual Members' meetings shall be held at such convenient location as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members once every calendar year.

2.2 **Special Meetings.** Special Members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the Voting Interests of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes as amended from time to time.

2.3 **Notice of Members' Meetings.** Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Unit Owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must

be noticed as provided for in Section 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(2), Florida Statutes, as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least 14 days in advance of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Units must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, the pre-qualified candidates shall automatically become members of the Board and elected unopposed after the annual meeting.

2.4.4 The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

2.5 Quorum/Voting. A quorum at Members' meetings shall consist of the presence, in person or by proxy, of unit owners owning at least a majority of the units. Decisions made by a majority of the people present in person or by proxy at any meeting where a quorum was obtained shall be binding and sufficient for all purposes except such decisions as may by Chapter 718 (without regard to the language of the Governing Documents) or this Declaration as amended from time to time require a larger percentage. To the extent lawful, Unit Owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the Unit Owner duly approved the action of the meeting in question.

2.5.1 Units Owned by Association. No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise, as provided in Section 718.112(2)(b)2., Florida Statutes as amended from time to time.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a trust, the Permanent occupant may vote on behalf of the Unit. Corporate ownership is not permitted. Any person with apparent authority asserting the right to vote on behalf of a Unit shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote or multiple votes on behalf of a unit are received. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, or more than one vote is submitted on behalf of a unit by owners of the unit, and reference to the public records or voting instructions on file with the Association cannot cure the dispute, the unit's vote shall not be counted. Voting certificates are permissible but not necessary.

2.7 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Unit Owners may not vote by general proxy, but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes requires or permits a vote of the Unit Owners. To the extent permissible by law, it is the intent of these Bylaws that Unit Owners who are given the opportunity to vote by limited proxy, but decline to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8 No Quorum. If any meeting of members cannot be organized because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present or enough votes can be cast to decide a question.

2.9 Order of Business. The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

2.9.1 Call to order by the President;

2.9.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Director);

2.9.3 Appointment by the Chair of inspectors of election;

2.9.4 Election of Directors;

2.9.5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.9.6 Proof of notice of the meeting or waiver of notice;

2.9.7 Disposal of unapproved minutes;

2.9.8 Reports of officers;

2.9.9 Reports of committees;

2.9.10 Unfinished business;

2.9.11 New business;

2.9.12 Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of Directors, the amount of which shall be determined by the Members, or absent such a determination, the same amount as were elected the preceding year, which as of the date hereof is nine (9), said number being ratified by the adoption of these Bylaws. All Directors shall be Unit Owners or the spouse of a Unit Owner. When a Unit is owned by a trust, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored for at least five (5) years, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or

3.8 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the Board members of the Board are present, shall be open to all Unit Owners. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The Unit Owner's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by the Board, each Unit Owner is entitled to speak for a maximum of three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Unit Owner attendance.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board members, and where required due to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the Directors (5). The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, when said powers and duties have been delegated by the Board, subject only to the approval by Unit Owners when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the power:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3 To Maintain The Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association or related in any way to the Condominium Property, subject only to limitations contained in the Declaration of Condominium or applicable law.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

4.7 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

4.8 To Contract. The Directors may contract for management, maintenance, and operation of the Condominium.

4.9 To Insure. The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes, both as amended from time to time.

4.10 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

4.11 To Hire and Discharge. The Directors may employ personnel grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.13 To Deal in Real and Personal Property and Borrow Money. The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, Lease, convey, and encumber

real and personal property. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.14 To Enter Into Contracts for Products and Services. All contracts for the purchase, Lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on sixty or less days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

4.15 To Levy Fines. The Directors may, pursuant to Section 718.303, Florida Statutes impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Unit Owners, their Families, Occupants, Tenants, and Invitees.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.15.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be effective when mailed by United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

4.15.3 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of Unit Owners appointed by the Board, which may not include Board members nor persons residing in a Board member's household. If the Committee does not agree with the fine, the fine may not be levied.

Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against Tenants, Guests, Invitees, or other Occupants of a Unit.

4.16 To Appoint Committees. The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee members shall serve at the pleasure of the Board. Committees of the Association that take final action on behalf of the board or make recommendations to the board regarding the association's budget shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

4.18 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which may include color, style, or other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Unit Owner's agreement to execute appropriate documentation regarding same.

4.19 To Exercise Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes, Section 617.0303, Florida Statutes, and Section 718.1265, Florida Statutes, all as amended from time to time.

4.19.1 The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

4.19.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.19.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4.19.4 The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

4.19.5 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

4.19.6 The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of an emergency pursuant to Section 718.112(2)(f)3., Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board. Any reserves used in accordance with this provision must be repaid to the reserve fund by the end of the fiscal year or in three (3) months, whichever time period is greater.

4.19.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

4.19.8 Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

4.19.9 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.19.10 For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

4.19.10.1 a state of emergency declared by local civil or law enforcement authorities;

4.19.10.2 a hurricane warning;

4.19.10.3 a partial or complete evacuation order;

4.19.10.4 federal or state "disaster area" status;

4.19.10.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

4.19.10.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

4.20 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

5. OFFICERS.

5.1 Executive Officers. The executive Officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such Assistant Officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant Officers need not be Directors.

5.2 President — Powers and Duties. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President — Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. INDEMNIFICATION.

6.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or

investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law.

6.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

6.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

7. **MINUTES AND INSPECTION OF RECORDS.** Minutes of all meetings of Unit Owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12), Florida Statutes as amended from time to time, shall be available for inspection by Unit Owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. **FISCAL MANAGEMENT.**

8.1 **Budget.** The budget shall be adopted by the Board. A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board of Directors which shall include all anticipated income/revenue and expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors and Officers insurance, transportation services, communications services as defined in chapter 202, information services, or Internet services, cable, food or drink or any entertainment at any meeting or gathering that is open to all members of the Association, so long as the amount spent on entertainment does not exceed the cap contained in Article 1.11 of the Declaration, all of which (without limitation of Article 1.11 of the Declaration's delineation of common expenses) are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes, as amended from time to time, the funding of which may be waived or reduced vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the entire Voting Interests. Reserves may be funded in accordance with the straight line method, or the cash flow or pooling method, or any other method permitted by the Condominium Act as determined by the Association Board when preparing the budget. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire voting interests. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 8.2 hereof.

If an adopted budget requires Assessments against the Unit Owners in any fiscal year which exceed 115 percent of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all Voting Interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each Unit Owner or mail to each Unit Owner at the address last furnished to the association, a notice of the meeting. An Officer or manager of the Association, or other person providing notice to such meeting shall execute an affidavit evidencing compliance with this notice requirement such affidavit shall be filed among the official records of the Association. At the special meeting, Unit Owners shall consider and enact

a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. 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 goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

8.2 Mailing and Posting. A copy of the proposed annual budget shall be mailed or hand-delivered to the Unit Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting, and also posted 14 days in advance in a conspicuous location on the Condominium Property. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. No invoice need be sent by the Association, although the Association may do so. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed. Failure to pay such assessments entitle the Association to lien and foreclose on the Unit as set forth in the Declaration Article 10.

8.4 Special Assessments. Special Assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments.

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6 Liability for Assessments and Charges. A Unit Owner shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a conveyance or other transfer of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common

Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten days after the date due shall bear interest, but such interest shall be waived when the Owner makes payment. All sums not paid on or before ten days shall bear interest from the original date due at the highest rate permitted by law. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorney's fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Florida Condominium Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes, as amended from time to time.

8.10 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, Lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association further has any and all remedies with regard to suits for eviction, and enforcement of such attachment as provided in Chapter 718 of the Florida statutes, as amended from time to time. The Association must deliver or mail by certified mail to the Unit Owner written notices of its intention to file a lien and to foreclose the lien, as provided by law.

8.11 Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Securities Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or

institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

8.12 Commingling of Funds. All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.13 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code, as amended from time to time, and with Section 718.111(13), Florida Statutes, as amended from time to time.

8.14 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree but any person or management company providing services to the Association, or otherwise having the authority to control or disburse Association funds, shall be adequately insured in such fashion.

8.15. Suspension of Rights—The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. The Association may suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association. The Suspensions referenced in this paragraph may only be effectuated in the manner provided for in Chapter 718, as it is amended from time to time, and if such provisions of the statute are removed, then, utilizing the procedures required by Chapter 718, as it existed on the date of the recording of these Bylaws.

9. **BYLAW AMENDMENTS.** Amendments to the Bylaws shall be adopted in the following manner:

9.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association or a majority of the Directors.

9.2 **Proposed Amendment Format.** Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ___ FOR PRESENT TEXT."

9.3 **Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

9.4 **Adoption of Amendments.** Amendments shall be adopted if 2/3 of the people present at any meeting (in person or by proxy) vote in favor of the Amendment. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

9.5 **Effective Date.** An amendment when adopted shall become effective after being recorded in the Palm Beach County Public Records according to law.

9.6 **Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, same shall be incorporated herein by reference.

9.7 **Proviso.** Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment. Except as to the aforementioned, in the event of any conflict between the Florida Condominium Act as it may be amended from time to time and these Condominium Documents, the Florida Condominium Act as it may be amended from time to time shall govern.

10. DISPUTE RESOLUTION.

10.1 Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes, as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

10.2 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit.

10.3 Notice of Claim to the Association. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

10.4 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

11. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

11.1 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and,

4. Rules and Regulations.

11.2 **Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

11.3 **Severability.** In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 23 day of December, 2014.

CERTIFICATION

I **HEREBY CERTIFY** attest and affirm that these Amended and Restated Bylaws were duly adopted on December 11, 2014.

DATED this _____ day of December, 2014.

PINES OF DELRAY ASSOCIATION, INC.

Thomas J. Faulkner
President

Thomas J. Faulkner
Printed Name

Witness: J. Horn
J. HORN

Printed Name

Kathleen Murphy
Secretary

Kathleen Murphy
Printed Name

Witness: J. Hoffman
J. Hoffman

Printed Name

STATE OF FLORIDA)
PALM BEACH COUNTY)

The foregoing instrument was acknowledged before me this 23 day of December, 2014, by Thomas J. Faulkner as President and by Kathleen Murphy as Secretary of PINES OF DELRAY ASSOCIATION, INC. freely and voluntarily under authority duly vested in them by the Association who took an oath and stated that the Amended and Restated Articles above are true and correct copies of the ones that were duly adopted by the Members of the Association. ☒ is personally known to me or produced _____ as identification.

Angela Dean-Wright
NOTARY PUBLIC

