PALMETTO CENTER, A CONDOMINIUM

Condominium Documents Clear Edition

By-Laws · Declaration of Condominium with Exhibits · Rules and Regulations · Board Review of Florida Law Changes

Palmetto Center Condominium Association, Inc.
N.W. 165th Street and N.W. 49th Avenue, Miami-Dade County, Florida
Prepared September 22, 2026 · Updated with 2026 Florida law flags

CURRENT PROPERTY MANAGER

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on behalf of Palmetto Center Condominium Association, Inc.
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BOARD OF DIRECTORS — CONTACT VIA CELL OR TEXT

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Open seat: Secretary to be filled — Robert Behnejad serves as Secretary/Treasurer under By-Laws Article III.B until then. Officers per the Association's most recent annual report, filed March 21, 2025.

Contents

1. Part I — By-Laws (15 law-update flags, U-1 to U-15)
2. Part II — Declaration of Condominium (Exhibits A–C, including redrawn Exhibit B drawings; 12 flags, D-1 to D-12)
3. Part III — Rules and Regulations (3 flags, R-1 to R-3)
4. Part IV — Board Review: Florida Law Changes Since Adoption

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This is a retyped, reformatted edition prepared for readability. Wording follows the recorded originals; headings, notes and drawings were added or redrawn. The recorded documents control. Part IV is a research summary for board discussion, not legal advice.

Part I — By-Laws of Palmetto Center Condominium Association, Inc.

About this edition

This is a clean, retyped version of the By-Laws of **Palmetto Center Condominium Association, Inc.**, a Florida not-for-profit corporation. The original is Exhibit "E" to the Declaration of Condominium of Palmetto Center, a Condominium, prepared by Leopold, Korn & Leopold, P.A. (Aventura, FL).

- **Source:** a 67-page scanned copy of the full Declaration package; the By-Laws are pages 47–62 of that scan.
- **What changed:** layout, headings and numbering only. The wording follows the original; plain-English summaries are marked as notes and are not part of the By-Laws.
- **Not a legal substitute:** the recorded original controls. Each page was checked against the scan image. Stray horizontal lines that look like strike-throughs appear on many pages; they are scanning marks, and the text under them is kept.
- Many provisions refer to Chapter 718, Florida Statutes (the Condominium Act). The statute has been amended many times since these By-Laws were adopted, and current law overrides conflicting By-Law terms.

Parts II and III of this edition hold the rest of the package, retyped the same way: the Declaration of Condominium (with redrawn Exhibit B drawings) and the Rules and Regulations. Part IV is the board's review of Florida law changes.

Quick reference

The numbers owners and directors look up most, as written in the By-Laws.

Topic	Rule	Article
Board size	3 directors	III.A.1
Annual members' meeting	Third Tuesday in December, at the Association office	VII.A.1
Election: first notice	At least 60 days before the election	III.A.4
Election: candidate deadline	Written notice to Secretary at least 40 days before	III.A.4
Election: minimum turnout	20% of members must vote; plurality wins; no proxies	III.A.4
Members' meeting notice	14–40 days mailed; posted 14 days on site	VII.A.3
Members' meeting quorum	33⅓% of total votes, in person or by proxy	VII.A.5
Special members' meeting	Board resolution or petition by 51% of votes; recall needs 10%	VII.A.2
Votes per unit	1	VII.A.7
Proxy validity	Limited proxy only; void after 90 days	VII.A.9
Budget meeting notice	Proposed budget delivered 14 days before	VII.A.4
Budget over 115% of prior year	10% of votes can force a members' meeting within 21 days	VII.A.4

Topic	Rule	Article
Board meeting notice	Posted 48 hours; 14 days for special assessments or unit-use rules	VII.B.5
Special board meeting	3 days' notice to directors	VII.B.4
Board quorum	Majority of directors	VII.B.8
Assessment due date	1st of each month	IX.D
Late charge	After 5 days: greater of $25 or 5%, per 30 days late	IX.H
Collection action	May begin after 10 days unpaid	IX.I
Fiscal year	Ends December 31	X.A
Annual financial report	To each member by April 1	X.F
Records request	Produced within 10 working days; copies ≤ $0.25/page	V.D.7–8
Minutes	Available within 30 days; kept 7 years	V.D.5
Insurance change notice	At least 45 days before renewal or change	IV.F, XVII
Violation notice to cure	Up to 10 days	XII
Fine hearing	At least 14 days' notice; decision within 21 days	XVI.A–B
Fine amount	Max $100 per violation; $1,000 total for continuing violations	XVI.C
Fine payment	Within 10 calendar days; cannot become a lien	XVI.D–E
By-Law amendment	Board majority, then 75% of votes at a members' meeting; recorded in Miami-Dade	XIII

Florida law has changed many of these items since adoption (for example, election procedures, records access, fine limits and director eligibility). Check current Chapter 718 before relying on a number.

Item-by-item comparison with the 2026 statutes, for board decision: see Part IV.

Article I — Identity

These are the By-Laws of PALMETTO CENTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation ("Association").

Article II — Purposes

This Association has been organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida (the "Act"), and in turn for the purpose of operating, governing, administering and managing the property and affairs of PALMETTO CENTER, a Condominium (the "Condominium"), and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium (the "Declaration of Condominium") to which these By-Laws are attached and, further, to exercise all powers granted to a condominium association under the Act.

Article III — Directors and Officers

> **Note:** The board has 3 directors. Owners elect directors by secret written ballot at the annual meeting; at least 20% of members must vote. Officers are a President (must be a director), a Vice President and a Secretary/Treasurer. Directors and officers are unpaid.

A. Directors

1. Initial Board and turnover. The affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of three (3) persons. The members of the Initial Board are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen (15%) percent of the units in the Condominium are conveyed to unit owners other than the Developer (the "Purchaser Members"), at which time one (1) member of the Initial Board shall be replaced by a Director elected by the Purchaser Members.

The Purchaser Members shall be entitled to elect a majority of the Board of Directors of the Association at the first of the following to occur:

- three (3) months after ninety (90%) percent of the units in the Condominium have been conveyed to Purchaser Members;
- three (3) years after fifty (50%) percent of the units in the Condominium have been conveyed to Purchaser Members;
- when all of the units in the Condominium have been completed, some of them have been conveyed to Purchaser Members and none of the units in the Condominium are being offered for sale by the Developer in the ordinary course of business;
- when some of the units in the Condominium have been conveyed to Purchaser Members and none of the other units in the Condominium are being offered for sale by the Developer in the ordinary course of business; or
- seven (7) years after the recordation of the Declaration of Condominium for the Condominium among the Public Records of Miami-Dade County, Florida.

The Developer shall be entitled to elect at least one (1) Director as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the Condominium.

Following the time the Developer relinquishes control of the Board of Directors of the Association, the Developer may exercise the right to vote any developer-owned units in the Condominium, in the same manner as any other unit owner, except for the purposes of reacquiring control of the Board of Directors of the Association or selecting the majority members of the Board of Directors of the Association.

Until such time as the Purchaser Members shall be entitled to elect all of the Directors, the Developer shall have the absolute right, in its sole and absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

2. Majority Election Meeting. The Purchaser Members shall elect a majority of the Board of Directors, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

3. Annual election. Subsequent to the Majority Election Meeting, the Directors shall be elected by the members of the Association at each annual meeting of members, and the Directors shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.

4. Election procedure. Directors shall be elected at the Majority Election Meeting and at each annual meeting of the members, as follows:

a. Ballots. The Board of Directors shall be elected by written ballot or voting machine. Any election to fill a vacancy on the Board of Directors due to the expiration of a Director's term shall be by secret ballot. However, in the event the number of vacancies equals or exceeds the number of candidates, no election shall be required. Except to fill vacancies on the Board of Directors caused by recall, proxies shall in no event be used in electing the Board of Directors, either at general elections or at elections to fill vacancies caused by resignation.

First notice (60 days). Not less than sixty (60) days before a scheduled election, the Secretary shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each member of the Association entitled to vote, a first notice of the date of the election. The notice shall be mailed or hand delivered to each member of the Association entitled to vote at the address of each member last furnished to the Association by each member.

Candidacy (40 days). Any member of the Association or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election.

Second notice and ballot. Together with the written notice and agenda required pursuant to the provisions of Article VII, Subparagraph A3 of these By-Laws, the Association shall then mail or deliver a second notice of the election to all members of the Association entitled to vote therein, together with a ballot which shall list all candidates.

Candidate information sheet. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy of the information sheet provided by the candidate shall become part of the official records of the Association. The Association shall not be liable for the contents of the information sheets provided by the candidates.

Result and minimum turnout. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the members must cast a ballot to have a valid election.

Voting integrity. No member of the Association shall permit any other to vote such member's ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with the provisions of Section 718.303, Florida Statutes.

Date. The regular election shall occur on the date of the annual meeting of the membership of the Association.

> **FLAG — 2026 law update (U-1):** Florida no longer requires written ballots, the proxy ban or the 60/40-day notices for a nonresidential (commercial) condominium (718.112(2)(d)11). This procedure still binds us because the By-Laws adopted it; the board may amend it. Separately, an owner delinquent in any assessment may not be a candidate or appear on the ballot (718.112(2)(d)3).

5. Qualification. Directors shall be members of the Association, except that this provision shall not apply to Directors selected by the Developer.

6. Felony disqualification. No person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence shall be eligible to serve on the Board of Directors. The validity of an action by the Board of Directors shall not be affected if it is later determined that a member of the Board of Directors is ineligible to serve on the Board of Directors due to having been convicted of a felony.

> **FLAG — 2026 law update (U-2):** A person convicted of a felony is now eligible only if civil rights have been restored for at least 5 years (718.112(2)(d)3). A director or officer more than 90 days delinquent is deemed to have abandoned office (718.112(2)(p)), and one charged with ballot forgery, theft of association funds or records destruction must be removed (718.112(2)(q)).

B. Officers

The Officers of the Association shall consist of a President, a Vice President and a Secretary/Treasurer, any of whom may be members of the Board of Directors, and such other Officers as the Board of Directors may appoint. The President must be a member of the Board of Directors.

The Officers named in the Articles of Incorporation shall serve, unless removed and replaced by the Developer, until the first meeting of the Board of Directors held subsequent to the Majority Election Meeting, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first meeting of the Board of Directors held subsequent to the Majority Election Meeting shall hold office until the next and ensuing annual meeting of the Board of Directors and until their successors shall have been elected and shall qualify.

C. Resignation, Vacancy, Removal, Compensation

1. Resignation. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination of membership in the Association by the Director or Officer.

2. Vacancies. Subject to the right of the Developer to replace Directors selected by the Developer, the members of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Directors by electing a person who shall serve until the next annual meeting of the members. In the event of a vacancy on the Board of Directors caused by a recall of a Director, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes, the members of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Directors by electing a person who shall serve until the next annual meeting of the members.

> **FLAG — 2026 law update (U-3):** State law's default lets the remaining directors fill a board vacancy by majority vote unless the bylaws say otherwise (718.112(2)(d)10). This provision requires a members' special meeting instead; the board may consider amending it.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

3. Recall of Directors. Any Director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes. Directors selected by the Developer shall not be affected by these provisions.

4. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

5. Compensation. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

Article IV — Powers and Duties of the Association and the Exercise Thereof

> **Note:** The Board exercises the Association's powers: budgeting and collecting assessments, insuring and maintaining the common elements, hiring staff and managers, making rules, and enforcing the governing documents.

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but shall not be limited to, the following:

- **A.** All of the powers specifically provided for in the Declaration of Condominium and the Act.
- **B. Assessments.** The power to levy and collect assessments, based upon a budget formally adopted by the Board of Directors; provided, however, the Association shall not charge any fee for use by members of the common elements or of property owned by the Association, unless such use is the subject of a lease between the Association and the members. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the common expenses of the Condominium.
- **C. Property.** The power to acquire, convey, mortgage, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.
- **D. Spending.** The power to expend monies collected for the purpose of paying the common expenses of the Association.
- **E. Equipment and supplies.** The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements of the Condominium.

- **F. Insurance.** The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium. This Association shall, not less than forty-five (45) days prior to the effective date of any renewals or amendments to the Association's insurance coverage, notify each member of the changes to be made in the Association's insurance coverage, including a description of the property previously covered by the Association's insurance coverage which will no longer be covered and the effective date of such change.
- **G. Personnel.** The power to employ the personnel required for the operation of the common elements of the Condominium and the Association.
- **H. Utilities.** The power to pay utility bills for utilities serving the common elements of the Condominium.
- **I. Management.** The power to contract for the management of the Condominium.
- **J. Rules.** The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.
- **K. Improvements.** The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.
- **L. Enforcement.** The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Rules and Regulations duly promulgated by the Association.
- **M. Collections and nuisances.** The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration of Condominium and its Exhibits.
- **N. Taxes.** The power to pay all taxes and assessments which are or may become liens against the common elements of the Condominium, and to assess the same against the members and their units.
- **O. Banking.** The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.
- **P. Implementing powers.** The power to possess and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey, and deal in real and personal property.
- **Q. Agreements.** The power to enter into, ratify, modify and amend each and every one of the agreements and undertakings contemplated by and contained within the Declaration of Condominium.
- **R. Management contracts.** The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or a variable fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of the Association handled and managed by the managing agent.

Article V — Duties of Officers

> **Note:** Official records must be kept in Florida and produced within 10 working days of a written request. Board and member minutes are available within 30 days and kept 7 years; election papers are kept 1 year. Copies cost no more than $0.25 per page.

A. The President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.
2. Call special meetings of the Board of Directors and of members.
3. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
5. Appoint committees and be an ex-officio member of all committees, and render an annual report at the annual meeting of members.

B. The Vice President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.
2. Perform all other acts and duties required of the President, in the absence of the President.
3. Perform such other duties as may be required by the Board.
4. Sign checks on behalf of the Association in the absence of the President.

C. Absence of both presiding officers

Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

D. The Secretary/Treasurer shall (secretarial and records duties):

1. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
2. Have custody of the corporate seal and affix same when necessary or required.
3. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notices of meetings, keep membership books and receive all applications for membership, for transfer and sale of units, and present such applications to the Board of Directors.
4. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.
5. **Minute book.** Have custody of the minute book of the meetings of the Board of Directors and of the members, which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and by the Directors, and act as transfer agent to record transfers and rules and regulations in

the corporate books. Minutes of all meetings of the Board of Directors and of members shall be reduced to writing and shall be available for inspection by members, or their authorized representatives, within thirty (30) days after the date of each such meeting. The minutes of all meetings of the Board of Directors and of the members shall be retained by the Secretary for a period of not less than seven (7) years.

6. **Election records.** Ballots, sign-in sheets, voting proxies and all other papers relating to elections shall be maintained as part of the Association Records (as herein defined) for a period of one (1) year from the date of the meeting to which such documents relate.
7. **Copies.** If the Association owns, leases or has reasonable access to a photocopy machine, the Association shall, at the request of any member or the authorized representative of such member, make photocopies of Association Records, as requested by such member or by the authorized representative of such member. The Association shall not charge any fee to the member or to the authorized representative of such member in connection with inspection of the Association Records, except that the Association may charge a reasonable fee for the cost of making copies, provided such fee does not exceed $.25 per page.
8. **Association Records.** Maintain copies of all documents required to be maintained by the Association in accordance with Section 718.111(12), Florida Statutes (the "Association Records"). The Association Records shall be maintained within the State of Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The failure of the Association to provide the Association Records within ten (10) working days after receipt of a written request shall create a rebuttable presumption that the Association failed to comply with the requirements of Section 718.111(12)(c), Florida Statutes. The right to inspect the Association Records includes the right to make or obtain copies, at the reasonable expense, if any, of such member.
9. **Governing documents on site.** The Association shall maintain at the Condominium Property an adequate number of copies of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, the Rules and Regulation adopted by the Association, and all amendments to each of the foregoing, as well as the Question and Answer Sheet required pursuant to the provisions of Section 718.504, Florida Statutes, to ensure their availability to members and prospective purchasers of units in the Condominium. The Association may charge the actual costs incurred by the Association in the preparation and furnishing of these documents to the parties requesting these documents.
10. **Q&A Sheet.** The Association shall prepare a Question and Answer Sheet in accordance with the provisions of Section 718.504, Florida Statutes and shall update the Question and Answer Sheet annually.

> **FLAG — 2026 law update (U-4):** Minutes must now be kept **permanently**, not 7 years (718.111(12)(b)). Owners may copy records with their own phone or scanner at no charge. A records request must be answered within 10 working days with a checklist of what was provided, and willful denial carries minimum damages of $50 a day. Since January 1, 2026, a condominium of 25+ units must post listed records on an owners-only website or app within 30 days (718.111(12)(g)).

E. The Secretary/Treasurer shall (treasury duties):

1. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such

disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

2. **Accounting records and annual summary.** Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association. The Treasurer shall maintain all accounting records for the Association and for the Condominium, as may be required by Section 718.111(12)(a)11, Florida Statutes (the "Accounting Records"), for a period of not less than seven (7) years. *[In the scan, a line runs through the words from "Accounting Records" through "seven (7) years"; the same mark appears on many pages and is a scanning artifact, not a deletion.]* The Accounting Records shall be maintained in Miami-Dade County, Florida and/or in Broward County, Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The Treasurer shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. The Treasurer shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting of members and make all reports required by law.
3. **Accountant; manager.** The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

> **FLAG — 2026 law update (U-5):** Records must be available within 45 miles of the property or in Miami-Dade County (718.111(12)(b)). Owner e-mail addresses and phone numbers are protected and may not be shared (718.111(12)(c)5).

Article VI — Membership

> **Note:** Every unit owner is automatically a member. Each unit has one vote; units with multiple owners (other than a married couple) or owned by a company must file a Voting Certificate naming who casts the vote.

A. Who is a member. Except as may be provided in the Articles of Incorporation, membership in the Association is limited to owners of condominium units in the Condominium. Membership is automatically conferred upon acquisition of a condominium unit in the Condominium, as evidenced by the filing of a deed of conveyance amongst the Public Records of Miami-Dade County, Florida or, as provided in the Declaration of Condominium, for transfer of membership upon the death of a member.

B. Voting Certificate. If a condominium unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or by the proper corporate officer) of said unit, filed with the Secretary of the Association. In addition, only the voter designated in such Voting Certificate shall have the right to appoint a proxy. In the absence of such a writing, such vote shall not be counted; provided, however, that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.

C. Transfer. Membership in the Association may be transferred only as an incident to the transfer of title to the condominium unit.

D. Termination. Membership shall terminate upon the transfer of title to a condominium unit.

Article VII — Meetings, Special Meetings, Quorums, Proxies

> **Note:** The annual members' meeting is the third Tuesday in December. Members' meetings need 14–40 days' notice and a 33⅓% quorum. Board meetings are open to members, with 48 hours' posted notice (14 days for special assessments or unit-use rule changes).

A. Meetings of Members

1. Annual meetings. The annual meeting of the Association shall be held at the office of the Association on the third Tuesday in December of each calendar year. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

2. Special meetings. It shall be the duty of the President to call a special meeting of the members of the Association as directed by resolution of the Board of Directors or upon a petition signed by members having fifty-one (51%) percent of the total votes in the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, a special meeting of the members of the Association, to recall or remove a member of the Board of Directors, shall be called upon members having at least ten (10%) percent of the total votes in the Association giving notice of the meeting, provided the notice states the purpose of the special meeting.

3. Notice of meetings. It shall be the duty of the Secretary to provide notice (which notice shall incorporate an identification of agenda items) of all meetings of members stating the purpose thereof as well as the time and place where it is to be held, to each member of record at each member's address as it appears on the membership book of the Association, or, if no address appears, at each member's last known place of address, at least fourteen (14) days but not more than forty (40) days prior to such meeting.

Notice of all meetings of members shall be posted at a conspicuous place at the Condominium, at least fourteen (14) continuous days preceding the meeting, and at least 48 continuous hours in advance of each other meeting, except in cases of emergency. The Board of Directors, upon notice to the members, shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of the meetings of the members shall be posted.

If hand delivered, receipt of such notice shall be evidenced by receipt signed by the member. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with provisions of Section 718.112(2)(d), Florida Statutes, to each member at the address last furnished to the Association. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

4. Budgetary meetings. The Board of Directors shall hand deliver to each member or mail to each member, at the address last furnished to the Association by the member, a meeting notice

indicating the date, time and place of the meeting together with a copy of the proposed annual budget, not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting will be open to members.

If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written application to the Board of Directors by members having not less than 10% of the total votes in the Association, within twenty one (21) days after adoption of such budget, shall call a special meeting of the members within sixty (60) days, provided that not less than fourteen (14) days' written notice is given to each member, by mail or by hand delivery to each member at the address last furnished to the Association by each member. At the special meeting, members may consider and enact a budget by a vote of not less than 51% of the total votes in the Association. If a special meeting of members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled.

> **FLAG — 2026 law update (U-6):** This petition procedure has been replaced. If a proposed budget exceeds 115% of last year, the board must propose a substitute budget without discretionary spending at the budget meeting on 14 days' notice, and owners may adopt it by a majority of all voting interests. Reserves, non-recurring repairs and insurance premiums are excluded from the 115% test (718.112(2)(e)2).

In determining whether assessments exceed 115% of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the property of the Condominium, anticipated to be incurred on a regular or annual basis, or assessments for betterments to the property of the Condominium shall be excluded from the computation.

5. Quorum. The presence, either in person or by proxy, of members having at least 33 1/3% of the total votes in the Association shall constitute a quorum for the transaction of business at all meetings of members. The written joinder of members may not be utilized to establish a quorum, when such joinder occurs subsequent to the meeting.

6. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

7. Voting. There shall be one (1) vote allocated to each Unit in the Condominium. The vote of members holding not less than a majority of the total votes of the Association present, either in person or by proxy, shall decide any question brought before any meeting of the membership of the Association, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium, a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

8. Conduct of meeting. All members shall have the right to participate at all meetings of the members of the Association with respect to all designated agenda items. Further, any member may tape record or videotape a meeting of the members of the Association.

9. Proxies. A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned sessions thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for

which it was given and every proxy shall be revocable, at any time, at the pleasure of the member granting it.

A member may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Act requires or permits a vote of the members. No proxy, limited or general, shall be used in the election of members to the Board of Directors. 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.

> **FLAG — 2026 law update (U-7):** The statutory proxy limits apply to residential condominiums; nothing in Chapter 718 now limits general proxies at a nonresidential association (718.112(2)(b)2, (d)11). These limits still bind us as written until amended.

10. Waiver and consent. Nothing herein shall be construed to prevent a member from waiving notice of a meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted.

B. Meetings of Directors

1. Organizational meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. Notice of the first meeting of a newly elected Board of Directors shall be provided in accordance with the provisions of Section 718.112(2)(c), Florida Statutes.

2. Annual meetings. There shall be an annual meeting of the Board of Directors immediately prior to the annual meeting of the members, at the offices of the Association.

3. Regular meetings. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate.

4. Special meetings. Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two-thirds of the Board of Directors.

5. Notice to members. All meetings of the Board of Directors at which a quorum of the members is present shall be open to all members. Any member may tape record or videotape meetings of the Board of Directors. In addition, the right to attend such meetings shall include the right to speak at such meetings with reference to all designated agenda items. Notice of the time and purpose (specifically incorporating an identification of agenda items) of all meetings of the Board of Directors shall be conspicuously posted at the Condominium at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting

of the Board of Directors at which non-emergency special assessment, or at which amendments to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the members and posted conspicuously at the Condominium not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and shall be filed among the official records of the Association.

Upon notice to the members, the Board of Directors shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of meetings of the Board of Directors shall be posted.

> **FLAG — 2026 law update (U-8):** Board notices must now list every agenda item; notices on assessments must state the estimated cost and purpose; a contract up for approval must be attached or posted online; 20% of owners can require an item on the agenda within 60 days. Meetings may be held by video conference with a link, call-in number and physical location, and the recording becomes an official record (718.112(2)(b)5, (c)).

6. Waiver of notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof, unless such Director attends a meeting for the sole purpose of objecting to the propriety of the notice provided to him.

7. Voting at meetings. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors. A vote or abstention for each Director present at a meeting of the Board of Directors shall be recorded in the minutes of such meeting.

> **FLAG — 2026 law update (U-9):** Officers may now be elected by secret ballot at board meetings (718.111(1)(b)). Director conflict-of-interest rules in Chapter 617 were rewritten effective July 1, 2026 (HB 797).

8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Article VIII — Procedure

A. Rules of order. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, these By-Laws or applicable Florida law.

B. Order of business. The order of business at annual members' meetings and as far as appropriate at other members' meetings will be:

1. Election of Chairman;
2. Roll Call;

3. Proof of Notice of Meeting; or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment.

Article IX — Assessments and Manner of Collection

> **Note:** Assessments are due monthly on the 1st. After 5 days a late charge of up to the greater of $25 or 5% applies for each 30 days overdue; after 10 days the Association may start collection and the owner pays legal fees.

A. Common expenses. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium and the Association. The common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Act.

B. Budget. The Board shall adopt a budget for the Association and the Condominium during the month preceding the fiscal year wherein the budget will take effect, which budget shall include a schedule of assessments to be paid by the members.

> **FLAG — 2026 law update (U-10):** The budget must be adopted at least 14 days before the fiscal year starts (718.112(2)(f)1).

C. Each owner's share. Each Member shall be responsible for the payment of the assessments imposed against such member's unit in an amount equal to the percentage of responsibility for payment of common expenses provided in the Declaration of Condominium.

D. Monthly payment. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month.

E. Special assessments. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide.

F. Statements and adjustments. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each member. Until further notice, assessments shall be made payable to the Association and shall be payable at the office of the Association.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or be less than, the sums required to meet the cash requirements of the Condominium and the Association, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of such member's proportionate share for any deficiency. Notice of all changes in assessments shall be given to all members.

G. Exclusions. Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit.

H. Late charge. The failure to pay any assessment within five (5) days from the date due shall entitle the Association to levy a late charge against the delinquent member for each thirty (30) day period that the assessment remains delinquent in an amount not to exceed the greater of $25.00 or five percent (5.00%) of the assessment.

I. Collection. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent member in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each member shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

J. No budget adopted. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

Article X — Fiscal Matters

A. Fiscal year. The fiscal year of the Association shall end on December 31st of each year.

B. Depositories. The funds of the Association shall be deposited in a savings and association or in a bank located in Miami-Dade County, Florida and/or in Broward County, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized Officers. Said funds shall be used only for Association purposes.

C. Association funds. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds. A manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes or an agent, employee, officer or director of the Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association or with the funds of a community association as defined in Section 468.431, Florida Statutes.

D. Fidelity bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. "Persons who control or disburse funds of the Association" include, but are not limited to, those individuals authorized to sign checks on behalf of the Association and the President, the Secretary and the Treasurer of the Association. The premium for such insurance or bonds shall be paid for by the Association.

E. Records. The Association shall maintain accounting records according to good accounting practice, which records shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditures for each member which shall designate the name and address of the member, the amount of each assessment, the amounts paid upon the account and the balance due, in a register of names for the benefit of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if requested.

F. Annual report. An annual report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the financial statement obtained from such annual report shall be furnished to each member no later than the first day of April following the fiscal year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or by mailing to the member at his last known address as shown on the books and records of the Association.

> **FLAG — 2026 law update (U-11):** The financial statement must go to owners within 21 days after it is completed and no later than 180 days after year end; the required level (compiled, reviewed or audited) depends on annual revenue (718.111(13)). The April 1 deadline here is stricter and can stay.

G. Insurance. The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium.

Article XI — Administrative Rules and Regulations

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements of the Condominium, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements and common elements by the members, and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

Article XII — Violation and Defaults

> **Note:** For violations other than unpaid assessments, the owner gets up to 10 days' notice to cure. The losing side in court pays costs and the Association's attorney's fees.

In the event of a violation, other than non-payment of an assessment by a member, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation or any provision of the Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Act and in every such proceeding, the prevailing party shall be liable for court costs and the Association's reasonable attorney's fees.

If the Association elects to enforce its lien by foreclosure, the Association, provided the member has remained in possession of the unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from such member from the date on which the

payment of any assessment became delinquent and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

Article XIII — Amendment of By-Laws

> **Note:** An amendment needs a Board resolution plus approval by 75% of the votes at a members' meeting. It takes effect only when recorded in Miami-Dade County.

Approval. Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by members, present in person or by proxy, having at least 75% of the votes at the meeting, provided that notice of the proposed amendment (unless waived) is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having a majority of the total votes in the Association.

Limits and format. No amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law Article ____ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

Recording. A copy of each amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. Each amendment to the By-Laws must set forth, on the first page thereof, the book and page of the public records where the Declaration of Condominium has been recorded. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Miami-Dade County, Florida.

Article XIV — Validity

If any portion of the By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Laws.

Article XV — Arbitration and Mediation

Internal disputes arising from the operation of the Association and the Condominium, among the Developer, members, the Association and their agents and assigns, shall be submitted to mandatory nonbinding arbitration and/or mediation in accordance with the terms and provisions of Section 718.1255 of the Act.

> **FLAG — 2026 law update (U-12):** Section 718.1255 does not apply to a nonresidential condominium unless its **declaration** specifically says so (718.1255(7)). Our Declaration does not; ask counsel whether this article is enforceable.

Article XVI — Enforcement

> **Note:** Before a fine, the Board must give at least 14 days' notice of a hearing before a committee of members. Fines are up to $100 per violation and $1,000 in total for a continuing violation, due within 10 days, and cannot become a lien on the unit.

Every member, every lessee and all invitees shall comply with the provisions of the Declaration of Condominium, these By-Laws, the Articles of Incorporation of the Association and all Rules and Regulations adopted by the Association, as may be amended from time to time. Failure of a member, lessee or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a member, lessee or invitee for failure of a member, lessee, or invitee, or their family members, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation set forth in the Declaration of Condominium, or in the Articles of Incorporation or in the By-Laws or with respect to the Rules and Regulations adopted by the Association, provided the following procedures are adhered to.

A. Notice. The Association shall notify the member, lessee or invitee of the alleged infraction or infractions. Included in the notice shall be the date, time and place of the meeting of the committee of members of the Association (the "Committee") appointed by the Board of Directors to review the alleged infraction or infractions. At this meeting the member, lessee or invitee shall present reasons why penalties should not be imposed, which meeting shall take place not less than fourteen (14) days from delivery of such notice to the member, lessee or invitee. The notice to the member, lessee or invitee, shall also set forth the provisions of the Declaration of Condominium, the Rules and Regulations, the Articles of Incorporation and/or of these By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association. At such meeting, the member, lessee or invitee shall be entitled to be represented by counsel (at his expense) and to cross-examine and present witnesses and other testimony or evidence.

B. Hearing. At the hearing, non-compliance shall be presented to the Committee of other members of the Association and the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. At this hearing, the member, lessee or invitee (as may be applicable) shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and review, challenge and respond to any material considered by the Association. A written decision of the Committee shall be submitted

to the member or lessee and to the Board of Directors not later than twenty-one (21) days after the meeting of the Committee. If the Committee does not agree with the proposed fine, then the fine may not be levied.

> **FLAG — 2026 law update (U-13):** The hearing committee must have at least 3 members who are not officers, directors or employees, or their spouse, parent, child or sibling. Its role is only to confirm or reject the board's fine (718.303(3)(b)).

C. Fines. The Board of Directors may impose a fine against the member, the lessee or invitee in an amount not to exceed ONE HUNDRED AND NO/100 ($100.00) DOLLARS for each violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall, in the aggregate, exceed ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS.

D. Payment of fines. Fines shall be paid not later than ten (10) calendar days after notice of the imposition or assessment of the penalties.

> **FLAG — 2026 law update (U-14):** An approved fine is now due 5 days after notice, sent by mail or hand delivery (718.303(3)(b)).

E. Collection of fines. The Association is hereby authorized to collect all fines imposed in the same manner as the Association may collect all obligations owed to it; provided, however, that a fine cannot become a lien against the unit owned by the affected member.

F. Application of penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

G. Non-exclusive remedy. These fines shall not be construed to be exclusive remedies. The remedies provided for in this Article XVI shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending member, lessee or invitee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such member, lessee or invitee.

> **FLAG — 2026 law update (U-15):** New remedies are available: suspending use of common areas for violations (after hearing) or for debts over 90 days late, but never access, utilities or parking; and suspending voting rights if more than $1,000 is over 90 days late, with 90 days' warning before an election (718.303(3)(a), (4)–(6)).

Article XVII — Insurance

The Association shall mail a notice to each member not less than 45 days prior to the effective date of any renewal of or amendment to the Association's insurance coverage which reflects the changes authorized by Chapter 84-368, Florida Statutes, and the Association shall advise each member of any change in insurance coverage to be provided by the Association, including a description of the property previously covered by insurance obtained by the Association which will no longer be covered, and of the effective date of such change.

Adoption

The foregoing was adopted as the By-Laws of PALMETTO CENTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all members were present, by the unanimous vote of the members on the ____ day of _____.

PALMETTO CENTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation

By: _____

[The adoption date and signature are blank in the scanned copy.]

Updates under current Florida law

The provisions below are flagged in the text above where the 2026 Florida Statutes change or override them. Full analysis and board decisions: see Part IV.

Flag	Provision	What changed	Effect
U-1	III.A.4 Election procedure	Residential-only rules; delinquent owners barred as candidates	Optional to amend; eligibility rule applies now
U-2	III.A.6 Felony disqualification	5 years since rights restored; 90-day delinquency vacates office	Law overrides
U-3	III.C.2 Vacancies	Board may fill by default if bylaws allow	Optional to amend
U-4	V.D.5–8 Records	Minutes permanent; free phone copies; checklist; website	Law overrides — **act now**
U-5	V.E.2 Accounting records	Within 45 miles or same county; contact data protected	Law overrides
U-6	VII.A.4 Budget over 115%	Substitute-budget procedure replaces petition	Law overrides
U-7	VII.A.9 Proxies	Proxy limits residential only	Optional to amend
U-8	VII.B.5 Board notice	Agenda detail, cost estimates, contracts, video meetings	Law overrides
U-9	VII.B.7 Board voting	Secret ballot allowed for officers; new conflict rules	Law overrides
U-10	IX.B Budget timing	Adopt 14+ days before fiscal year	Law overrides
U-11	X.F Annual report	21 days after completion, 180-day outer limit	Current text is stricter
U-12	XV Arbitration	May not apply without a Declaration provision	Refer to counsel
U-13	XVI.A–B Fine hearing	Independent 3-member committee	Law overrides — **act now**
U-14	XVI.D Fine payment	Due 5 days after notice	Law overrides
U-15	XVI Enforcement	New suspension powers	Optional to adopt

Part II — Declaration of Condominium of Palmetto Center, a Condominium

The Declaration creates the condominium and sets owners' property rights, maintenance duties, insurance, use and leasing limits. Where it conflicts with the By-Laws, the Declaration controls.

- **Source:** scan pages 1–39 (Declaration pages 1–24, execution page, Exhibits A–C). Prepared by Gary Korn, Esq., Leopold, Korn & Leopold, P.A., Aventura, FL.
- **Parties:** Developer — Palmetto Center L.L.C., a Florida limited liability company. Association — Palmetto Center Condominium Association, Inc.
- **Format:** wording follows the original; headings, list layout and marked notes are added. Plan drawings in Exhibit B are not retyped. Stray lines that look like strike-throughs are scanning marks; the text under them is kept.
- **Exhibits D–F** are the Articles of Incorporation (not retyped), the By-Laws (see Part I) and the Rules and Regulations (see Part III).

Article I — Submission Statement

PALMETTO CENTER L.L.C., a Florida limited liability company (hereinafter called the "Developer") is the owner, in fee simple, of the real property legally described in Exhibit "A" attached hereto. Developer does hereby submit the real property described in Exhibit "A" attached hereto, the improvements thereon and the rights and easements appurtenant thereto to condominium ownership pursuant to Chapter 718, Florida Statutes and declares same a condominium known as PALMETTO CENTER, a Condominium (the "Condominium").

All of the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each unit owner, and each unit owner's heirs, personal representatives, successors and assigns. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the common elements as defined herein.

Article II — Definitions

As used herein and in the Exhibits attached hereto and in all amendments thereto, unless the context requires otherwise:

- **A. "Act"** means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.
- **B. "Assessment"** means the share of the funds required for the payment of common expenses which from time to time are assessed against a unit owner.
- **C. "Association" or "Corporation"** means PALMETTO CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.
- **D. "Board" or "Board of Directors"** means the Board of Directors of the Association.
- **E. "By-Laws"** means the By-Laws of the Association.

- **F. "Condominium Documents"** means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.
- **G. "Condominium Property"** means and includes the land submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- **H. "Unit" or "Condominium Unit"** means that portion of the Condominium Property which is to be subject to exclusive ownership; said Unit being a unit space identified on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".
- **I. "Common Elements"** means the portion of the Condominium Property not included in the Units.
- **J. "Common Expenses"** means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of the common elements; (3) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (4) any valid charge against the Condominium as a whole.
- **K. "Common Surplus"** means the excess of all receipts of the Association collected on behalf of the Condominium, (including, but not limited to, assessments, rents, profits and revenues) over and above the amount of money expended as common expenses.
- **L. "Condominium"** means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and where there is appurtenant to each Unit, as part thereof, an undivided share in the common elements.
- **M. "Condominium Parcel"** means a Unit together with the undivided share in the common elements which is appurtenant to the Unit.
- **N. "Declaration" or "Declaration of Condominium"** means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.
- **O. "Developer"** means PALMETTO CENTER L.L.C., a Florida limited liability company, and such assigns as may be designated in writing by PALMETTO CENTER L.L.C., a Florida limited liability company, pursuant to the provisions of Article XXIV hereinafter.
- **P. "Institutional Lender" or "Institutional Mortgagee"** means the Developer, a bank, savings and loan association, insurance company, a generally recognized and licensed mortgage company, real estate investment trust, public company pension fund, public company pension trust, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) holding a mortgage encumbering a Unit.
- **Q. "Institutional Mortgage"** means a mortgage encumbering a Unit held by an Institutional Lender or by an Institutional Mortgagee.
- **R. "Insurance Trustee"** means that Florida Bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.
- **S. "Limited Common Elements"** means those common elements which are reserved for the use of a certain Unit or certain Units to the exclusion of all other Units.
- **T. "Unit Owner" or "Owner"** means that person or entity owning a Unit.

Article III — Units; Appurtenances; Possession and Enjoyment

> **Note:** Palmetto Center is a commercial condominium: units may be used only as commercial units. Owners maintain their own windows, sliding doors, wiring and fixtures inside the unit.

A. Nature of a Unit. A Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

B. Upper and lower boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper Boundaries — the horizontal plane of the undecorated finished ceiling.
2. Lower Boundaries — the horizontal plane of the undecorated finished floor.

C. Perimetrical boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed to be a common element.

D. Balconies and similar structures. Where a balcony, patio, terrace, loggia, porch, stairway or other portion of the building or any fixture attached to the building serves only the Unit being bounded, the perimetrical boundary of such Unit shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

E. What is and is not in the Unit. Each Unit shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit, nor shall a Unit be deemed to include pipes, wires, conduits or other public utility lines running through the Unit which are utilized for or serve more than one Unit, which items are by these presents hereby made a part of the common elements. A Unit shall be deemed to include the interior walls and partitions which are contained in a Unit and also shall be deemed to include the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings or the Unit, including plaster, paint, wallpaper, etc.

F. Appurtenances. There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the common elements.
2. An undivided share in the common surplus.
3. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
4. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Unit.

5. Membership for the unit owner in the Association, with the full voting rights appertaining thereto, subject to the rights and obligations of membership therein.

G. Possession and use. The owner of a Unit is entitled to the exclusive possession of the Unit. Each owner of a Unit shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

H. Owner maintenance items. Each owner of a Unit shall pay the cost of maintaining all sliding glass doors contained within his Unit, if any, and the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated, from time to time, by the Association.

I. Commercial use only. Each Unit shall be occupied and utilized only as a commercial condominium unit in accordance with all applicable zoning and code ordinances from time to time in effect with respect to the Condominium Property.

J. No partition. No Unit may be partitioned or subdivided.

Article IV — Restraint upon Separation and Partition of Limited Common Elements and Common Elements

A. The undivided share in the limited common elements and in the common elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. The undivided share in the common elements and in the limited common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The undivided share in the common elements and in the limited common elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

Article V — Common Elements

Common elements includes within its meaning the following items:

- **A.** All of the real property, other than the Units and the limited common elements, all of which are more particularly described and set forth in the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B". Common elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the common elements and easements of support in every portion of a Unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of the unit owners.
- **B.** Installations for the furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installation.

- **C.** Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Unit caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.
- **D.** Easements for overhanging troughs and gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over Units.
- **E.** A non-exclusive easement for ingress and egress over the walks and other rights-of-way of the common elements as shall be necessary to provide access to the public ways to and from the Units.

Article VI — Condominium Property and Identification of Units

A. Annexed hereto as Exhibit "B" is a survey of the real property being submitted to the condominium form of ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

B. The identification, location and dimensions of each Unit, the limited common elements and the common elements appear on the aforedescribed Exhibit "B". Each Unit has been given a designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "B" annexed hereto in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the limited common elements and common elements appurtenant thereto. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

Article VII — Ownership of Common Elements and Shares of Common Surplus

The owner of each Unit shall own a share and an interest in the Condominium Property which is appurtenant to unit owner's Unit which includes, but is not limited to, the following items:

A. Common Elements — The undivided shares, based on the percentage basis in the common elements appurtenant to each of the Units as set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "C"; and

B. Common Surplus — Any common surplus of the Association, in the same percentage as the common elements appurtenant to each Unit are owned, as set forth in Exhibit "C". This ownership, however, does not include the right to withdraw or require payment or distribution of said common surplus.

Article VIII — Amendment to Declaration

> **Note:** A normal amendment needs either 66⅔% of the Board plus 66⅔% of all member votes, or 80% of all member votes. Changing a unit's shape, share of expenses or votes needs 51% of all votes. Error corrections need far less (Section D).

A. General procedure. Except as herein or otherwise provided, this Declaration may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. An amendment may be proposed by either a majority vote of the Board of Directors of the Association, or by the vote of members holding not less than 51% of the total votes of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:
3. (a) The vote of not less than 66-2/3% of the Board of Directors and the vote of members holding not less than 66-2/3% of the total votes of the Association; or
4. (b) The vote of members holding not less than 80% of the total votes of the Association.

B. Protected rights. No amendment shall change the configuration of any Unit nor a Unit's proportionate share of the common elements, the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the amendment is approved by the vote of members holding not less than 51% of the total votes of the Association. The acquisition of property by the Association and material alterations or substantial additions to such property or to the common elements of this Condominium in accordance with the provisions of Section 718.111(7), Florida Statutes or Section 718.113, Florida Statutes, shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

C. Developer corrections. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend this Declaration and its Exhibits so as to correct any omissions or errors (including scrivener's or surveyor's errors), so long as such amendments do not materially and adversely affect the rights of unit owners or mortgagees. Such amendment need be executed and acknowledged by the Developer only and be authorized by the vote of members holding not less than 51% of the total votes of the Association.

In addition, the Developer reserves the right to amend this Declaration pursuant to the provisions of Article XXVI herein, provided said amendment(s) is in accordance with the Act.

D. Correcting errors or omissions. In the event it shall appear that there is an error or omission in this Declaration or in the Exhibits attached hereto, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered;
2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval by writing delivered to the Secretary at or prior to the meeting considering adoption of the amendment. Such approvals to amend this Declaration must be either by:
3. (a) The vote of not less than 33-1/3% of the Board of Directors and the vote of members holding not less than 10% of the total votes of the Association; or
4. (b) The vote of members holding not less than 25% of the total votes of the Association;
5. (c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and

such amendment shall be effective when recorded in the Public Records of Miami-Dade County, Florida.

E. Format of amendments. No provision of this Declaration shall be revised or amended by reference to its title number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the new provision to be amended; new words shall be lined through with hyphens. *[Original wording; compare By-Laws Article XIII, which says new words are underlined and deleted words are lined through.]* However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

F. Recording. Except as may be otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted. Each amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Miami-Dade County, Florida.

Article IX — The Association; Its Powers and Responsibilities

A. Governing body. The Condominium is governed and administered by PALMETTO CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "D". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Article VIII of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required to be effective unless such recording is otherwise required by law. No amendment to the Articles of Incorporation shall, however, change the size of any Unit nor the share of common elements, common expenses or common surplus appurtenant to a Unit nor the voting rights appurtenant to a Unit unless the record owner or owners thereof and all record owners of mortgages encumbering such Unit or Units shall join in the execution of such amendment.

B. Powers and duties. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereto and made a part hereof as Exhibit "E" but, in addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, including:

1. **Access to units.** The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements or of any portion of a Unit to be maintained by the Association or as may be necessary to prevent damage to the common elements or to a Unit or Units. In this regard, the Association may retain a pass-key to all Units. In the event the unit owner fails to supply a pass-key to the Association and, pursuant to the terms of this Declaration, entry into the Unit by the Association is permitted, the Association shall not be responsible for any damage which may arise as the result of a forced entry into the Unit.

2. The power to make and collect assessments, regular and special, and to lease, maintain, repair and replace the common elements.
3. The duty to maintain accounting records, which records shall be open to inspection by unit owners at reasonable times during normal business hours.
4. The power to enter into contracts with others for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the common elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements shall not relieve the unit owner of unit owner's personal responsibility to maintain and preserve the interior of his Unit and the limited common elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit.
5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the unit owners.

> **FLAG — 2026 law update (D-2, item B.3):** Since January 1, 2026, a condominium of 25+ units must post listed official records on an owners-only website or app within 30 days, and minutes must be kept permanently (718.111(12)(b), (g)).

C. By-Law amendments and lenders. The By-Laws may be amended in the manner provided for therein, but no amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage encumbering any Unit(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Voting. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

E. Records. The Association or its designees shall maintain such records as are required by Section 718.111, Florida Statutes.

> **FLAG — 2026 law update (D-3):** Section 718.111(12) has been expanded: bank statements, invoices, contracts, bids, building permits, affidavits and video recordings of meetings are now official records, with a records-request checklist and $50-a-day minimum damages for willful denial.

F. Notice of uninsured exposure. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners and to all Institutional Mortgagees who may be exposed to the liability, so that such unit owners and/or such Institutional Mortgagees shall have the right to intervene and defend.

G. Director qualifications. Directors shall be members of the Association, except that this provision shall not apply to Directors selected by the Developer. However, no person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence shall be eligible to serve on the Board of Directors. The validity of an action by the Board of Directors shall not be affected if it is later determined that a member of the Board of Directors is ineligible to serve on the Board of Directors due to having been convicted of a felony.

FLAG — 2026 law update (D-1): A person convicted of a felony is now eligible only if civil rights have been restored for at least 5 years; owners delinquent in any assessment may not run; a director more than 90 days delinquent is deemed to have abandoned office (718.112(2)(d)3, (2)(p)).

Article X — Maintenance, Alterations and Improvements

Note: The Association maintains common elements, structure, shared utility lines, parking and its own property. Owners maintain everything else in their unit, including glass, doors, windows and their own A/C. Structural or exterior changes need Board consent; material changes to common elements need 66⅔% of all votes.

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association — The Association shall maintain, repair and replace at the Association's own expense:

1. All common elements.
2. All portions of the Units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns.
3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.
4. All parking areas of the Condominium.
5. All property owned by the Association.

Subject to the provisions of Article IX, Subparagraph B1 of this Declaration, all incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

B. By the Unit Owner — The responsibilities of each unit owner shall be as follows:

1. To maintain, repair and replace, at unit owner's expense, all portions of the Unit (and any limited common element appurtenant thereto), except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be to maintain, repair and replace all plate glass, sliding glass doors, windows, screens and doors opening into or onto the Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.
2. To maintain, repair and replace at unit owner's expense, unit owner's individual air-conditioning and heating system, if any, located inside unit owner's individual Unit.
3. Within the Unit, to maintain, repair and replace at unit owner's expense all fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to unit owner's Unit.
4. Within and without the Unit, not to paint or otherwise decorate or change the appearance of any exterior portion of the building.
5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

6. No unit owner, other than the Developer, shall make any alterations in the portions of the Condominium which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

C. Alteration and Improvement of Common Elements — There shall be no material alterations or substantial additions to the common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of members holding not less than 66-2/3% of the total votes of the Association.

D. Alteration of Unit. No owner of a Unit shall make or cause to be made any structural modifications or alterations or replacements in unit owner's Unit, or in the exterior doors of unit owner's Unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the structural soundness of the building. If the modification, alteration or replacement desired by an owner of a Unit involves the removal of any permanent interior partition, the Board of Directors may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A unit owner making or causing to be made any structural modification, alteration or replacement to unit owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other unit owners harmless from any liability arising therefrom.

No unit owner shall cause any improvements or changes to be made to the exterior of the Condominium including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within each Unit, without consent of the Board of Directors. No unit owner, other than the Developer and/or the agents of the Developer, or any other person shall install upon the roof or exterior of the building or upon the common elements of the Condominium, any television antennae, radio antennae, electric, electronic, electro-mechanical or other communications device, decorative item or affixed furnishing, without the consent of the Board of Directors.

> **FLAG — 2026 law update (D-4):** Regardless of this provision, owners may install an EV charger in an assigned or limited-common-element parking space at their own cost, subject to reasonable safety and design rules, and the board may add chargers on common elements without an owner vote (718.113(8), (9)).

E. Liability of Unit Owner. Should a unit owner undertake unauthorized additions and modifications to the unit owner's Unit, or refuse to make repairs as required, or should a unit owner cause damage to the Condominium Property, the Association shall have the right to avail itself of the remedies set forth in Section 718.303(1) and (3), Florida Statutes, which remedies include the levy of a reasonable fine, an action for damages or an action for injunctive relief.

F. Insurance Proceeds. Whenever any maintenance, replacement and repair of any items for which the owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair

or replacement. The unit owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

Article XI — Enforcement of Maintenance

In the event the owner of a Unit fails to maintain the Unit and the appurtenances thereto, as required above, the Association, the Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions.

Further, in the event a unit owner violates any of the provisions of Article X above, the Developer and/or the Association shall have the right to take any and all such lawful steps as may be necessary to remedy such violation.

Article XII — Common Expenses

A. Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by the Association.

B. Common expenses shall include all costs of electricity, water, gas, trash and garbage collection and sewage service for the Condominium.

C. Common expenses shall be shared by each Unit in accordance with each Unit's respective interests in the common elements and in the common surplus, as set forth in Exhibit "C". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Units or their locations.

Article XIII — Assessments; Liability, Lien and Priority; Interest; Collection

> **Note:** Unpaid assessments carry 18% interest after 5 days, plus a late fee of up to the greater of $25 or 5% per 30 days. Payments go first to interest and late fees. A buyer is jointly liable for the seller's unpaid assessments.

A. Budget and owner liability. The Association, through its Board of Directors, shall have the power to fix and determine from time to time, a budget necessary to provide for the common expenses of the Condominium. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while such unit owner is the owner of a Unit. In a conveyance of the Unit, the purchaser of the Unit shall be jointly and severally liable with the seller of the Unit for all unpaid assessments against the Unit being conveyed, up to the time of such conveyance.

B. Budget timing. The Board of Directors shall adopt a Budget for the Association during the month preceding the fiscal year wherein the Budget will take effect, which Budget shall include a schedule of assessments to be paid by the unit owners.

> **FLAG — 2026 law update (D-6):** The budget must be adopted at least 14 days before the fiscal year starts. If a proposed budget exceeds 115% of last year, the board must also propose a substitute budget without discretionary spending (718.112(2)(e)2, (f)1).

C. Share. Each unit owner shall be responsible for the payment of the assessments imposed against the unit owner's Unit in an amount equal to the percentage of responsibility for payment of common expenses set forth in Exhibit "C" attached hereto.

D. Monthly payment. Regular assessments shall be paid by the unit owners on a monthly basis payable on the first day of each and every month.

E. Special assessments. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses and in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional and/or special assessments to meet such needs of the Association.

F. Reserves. The Board of Directors of the Association, in assessing for common expenses, shall (unless waived or reduced pursuant to applicable law) include therein a sum to be collected and maintained as a reserve fund for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost and for any other item for which the deferred maintenance expense or replacement cost exceeds $10,000.00. All reserve funds, and any interest accruing thereon, shall remain in the reserve account for authorized reserve expenditures, unless the use of reserve funds for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

> **FLAG — 2026 law update (D-7):** The statutory threshold for additional reserve items is now $25,000, adjusted yearly for inflation (our $10,000 is stricter and still applies). Using reserves for another purpose, or waiving or reducing reserves, requires approval by a majority of **all** voting interests, not just those at the meeting (718.112(2)(f)2–3). The structural integrity reserve study rules do not apply to our 1-story buildings.

G. Operating reserve. The Board of Directors of the Association, in assessing for common expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by unit owners or as a result of emergencies.

H. Association funds. All monies collected by the Association from assessments imposed against unit owners in this Condominium shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments imposed against unit owners in this Condominium shall be maintained separately in the name of the Association. Reserve and operating funds of the Association shall not be commingled, unless combined for investment purposes. However, if combined, such funds shall be accounted for separately and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined accounts. All monies received by the Association from assessments imposed against unit owners in this Condominium shall be held for the benefit of the unit owners in this Condominium and may not be expended for the benefit of any other condominium. No unit owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a unit owner. When the owner of a Unit shall cease to be a member of the Association, by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

I. No avoidance. Liability for assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any common elements or other property which a unit owner is entitled to use or enjoy.

J. Interest and late fees. Assessments not paid within five (5) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any assessment within five (5) days from the date due shall entitle the Association to levy an administrative late fee, in addition to interest upon the delinquent assessment, in an amount not to exceed the greater of $25.00 or five percent (5.00%) of each installment of the delinquent assessment, said administrative late fee to be imposed against the delinquent unit owner for each thirty (30) day period that the assessment remains delinquent. Payments made shall be applied to interest and administrative late fees first and then to the delinquent assessment. The Association shall furnish to any Institutional Mortgagee, upon its request, written notification of any default in assessment payments of the unit owner whose Unit is encumbered by the Institutional Mortgage.

> **FLAG — 2026 law update (D-8):** Payments must be applied to interest, then late fees, then collection costs and attorney fees, and only then to the assessment; an owner's note on the check cannot change this (718.116(3)). Estoppel certificates must be delivered within 10 business days of request (718.116(8)).

K. Lien. The Association is hereby granted a lien on each Unit, which lien shall secure the payment of all assessments, interest thereon, and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. Notwithstanding anything to the contrary which may be contained herein, no fine shall become a lien against a Unit. The lien shall be effective, have priority and be collected as provided by the Act.

L. Foreclosure. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association, provided the unit owner has remained in possession of the Unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from the owner of such Unit from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Unit.

> **FLAG — 2026 law update (D-9):** No foreclosure judgment may be entered until at least 45 days after the Association gives the owner written notice of its intent to foreclose (718.116(6)(b)).

M. First mortgagee liability. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not yet been received by the Association; or
2. One percent (1%) of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required, if, on the date the complaint is filed, the Association was dissolved or did not maintain an office

or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

> **FLAG — 2026 law update (D-10):** The lender's cap is now the lesser of **12 months** of unpaid regular assessments or 1% of the original loan, not 6 months (718.116(1)(b)). Law overrides this paragraph.

Article XIV — Limitation of Liability

A. The liability of the owner of a Unit for common expenses shall be limited to the amounts for which such unit owner is assessed from time to time in accordance with this Declaration and the By-Laws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. The owner of a Unit may be personally liable for acts or omissions of the Association in relation to the use of the common elements, but only to the extent of such unit owner's pro rata share of that liability in the same percentage as such units owner's interest in the common elements, and then in no event shall such liability exceed the value of the unit owner's Unit.

Article XV — Liens

A. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to unit owner's Unit, such furnishing of labor or materials may not be the basis for the filing of a mechanic's lien against the unit owner's Unit. No labor performed or materials furnished to the common elements shall be the basis for the filing of a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Units in the proportions for which the Units are liable for common expenses.

B. In the event a lien against two or more Units becomes effective, each unit owner thereof may relieve his Unit of the lien by paying the proportionate amount attributable to unit owner's Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Unit.

Article XVI — Easements

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services; Drainage — Easements are reserved under, through, across and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. A unit owner shall do nothing within or outside unit owner's Unit that interferes with or impairs the utility services and cable television services using these easements. The Association or its designee shall have a right of access to each Unit to maintain, repair or replace the telephone wiring, telephone lines, pipes, wires, ducts, vents, cables, conduits and other utility or other service facilities and common elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the unit owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency.

B. Traffic — An easement shall exist for pedestrian traffic over, through and across all sidewalks, driveways, paths, walks, halls, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements and limited common elements as may, from time to time, be paved and intended for such purpose; and such easements shall be for the use and benefit of unit owners, lessees, Institutional Mortgagees, and those claiming by, through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments — If a Unit shall encroach upon any common element, limited common element or upon any other Unit, by reason of original construction or by reason of the non-negligent or non-purposeful act of the unit owner or the Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any Unit by reason of original construction or by reason of the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support — The Developer and the Association hereby grant to each other and to their respective heirs, successors, and assigns, and to all third party beneficiaries, including unit owners, lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements — The Association has the right to grant to owners and users of property which is contiguous to the Condominium Property, easements upon, under, over and across the common elements of the Condominium for purposes of use, ingress, egress and access; provided, however, that the recipients of such easements shall pay, or cause to be paid, a pro rata portion of the expenses associated with ownership, operation and use of the common elements. In addition, the Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

F. Permanence; power of attorney. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of this Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with the proper and intended use and purpose of any such easement. The unit owners do hereby designate the Association as their lawful attorney-in-fact, coupled with an interest, to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

Article XVII — Obligations of Unit Owners

In addition to the other obligations and duties heretofore set out in this Declaration, each unit owner shall:

- **A.** Promptly pay all assessments, regular and special, levied by the Association.
- **B.** Maintain in good condition and repair unit owner's Unit and the limited common elements appurtenant thereto and maintain and repair the fixtures therein and pay for any utilities which are separately metered to unit owner's Unit.
- **C.** Not permit or suffer anything to be done or kept in unit owner's Unit which will increase the insurance rates on unit owner's Unit, or the common elements, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall a unit owner commit or permit any nuisance or any immoral or illegal act in unit owner's Unit or on the common elements.
- **D.** Conform to and abide by the By-Laws and such rules and regulations which may be adopted in writing, from time to time, by the Board of Directors of the Association and see that all persons using unit owner's Unit by, through or under the unit owner do likewise.
- **E.** Make no alteration, decoration, repair, replacement or change to the common elements or to any outside or exterior portion of the Condominium, except as set forth herein.
- **F.** Exhibit no sign, advertisement or notice of any type on the common elements or on unit owner's Unit except as may be approved by the Association. The prohibitions contained in this subparagraph shall not be applicable to the Developer and/or to agents of the Developer.
- **G.** Make no repairs to any plumbing or electrical wiring, except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the owner of the Unit and shall be paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- **H.** Pay all ad valorem taxes attributable to the unit owner's Unit to the appropriate taxing authority having jurisdiction over the unit owner's Unit. For the purposes of ad valorem taxation, the interest of the unit owner in unit owner's Unit and in the common elements appurtenant thereto shall be considered as a Unit.

> **FLAG — 2026 law update (D-5, item F):** Owners may always display one portable U.S. flag, and official military-branch flags on six listed holidays, regardless of this sign restriction (718.113(4)).

Article XVIII — Insurance

> **Note:** The Association carries at least $1,000,000 per occurrence liability cover and "all risk", flood and vandalism cover at full replacement value, paid as a common expense. It does not insure floor, wall or ceiling coverings. Proceeds go to an Insurance Trustee. Owners with a single-unit loss restore their own unit.

A. Liability Insurance — The Board of Directors of the Association shall utilize due diligence to obtain public liability insurance, directors' and officers' liability insurance and property damage insurance covering all real property owned by the Association and all of the common elements of the Condominium (not including floor coverings, wall coverings or ceiling coverings), and insuring the Association, all unit owners and all Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors may determine from

time to time, provided that the minimum amount of coverage shall, to the extent such coverage is available, be at least $1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the unit owners, as a group, to any one unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance — Purchase of Insurance — The Association shall obtain "all risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium (except for floor coverings, wall coverings and/or ceiling coverings), including personal property owned by the Association, in and for the interest of the Association, all unit owners and Institutional Mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policy holder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium, which Institutional Mortgagee shall also have the right to approve the amounts of insurance coverage and the forms utilized by the insurance company furnishing the insurance.

C. Loss Payable Provisions — Insurance Trustee — All policies purchased by the Association shall be for the benefit of the Association, all unit owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any banking institution having trust powers and doing business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall not be liable for the payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees (sometimes hereinafter collectively referred to as the "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. **Common Elements** — Proceeds on account of damage to common elements shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to unit owner's Unit.
2. **Units** — Proceeds on account of Units shall be in the following undivided shares: - (a) Partial destruction, when Units are to be repaired and restored for the owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each unit owner. - (b) Total destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereafter in this Article for the owners of all Units, each unit owner's share being in proportion to unit owner's share in the common elements appurtenant to unit owner's Unit.

3. **Mortgagees** — In the event an Institutional Mortgage encumbers a Unit, the share of the unit owner shall be held in trust for the particular Institutional Mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium, shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

D. Distribution of Proceeds — Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

1. **Reconstruction or Repair** — If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.
2. **Failure to Reconstruct or Repair** — If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.
3. **Certificate** — In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President (or Vice-President) and Secretary of the Association, as to the names of the unit owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a Single Unit — If loss shall occur within a single Unit or Units, without damage to the common elements, the insurance proceeds shall be distributed to the affected unit owner(s), remittance by the Insurance Trustee to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right

to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the Unit.

F. Loss Less Than "Very Substantial" — Where a loss or damage occurs to more than one Unit and/or to the common elements, or to any Unit or Units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
2. If the damage or loss is limited to the common elements, with minimum or no damage or loss to any individual Unit, and if such damage or loss to the common elements is less than $10,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.
3. If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as to the common elements, or if the damage is limited to the common elements alone but is in excess of $10,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium. Should written approval be required, as aforesaid, it shall be said Institutional Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any affidavit required by law or by the Association or by the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforedescribed, shall have the right to require the general contractor performing the reconstruction to obtain a performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.
4. Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the Condominium Property.
5. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Board of Directors shall promptly, upon determination of the deficiency, levy a special assessment against all Units in proportion to each Unit's share in the common elements (regardless of whether all of the common elements are affected), for that portion of the deficiency as is attributable to the cost of restoration of the common elements. If any portion of the deficiency is attributable to a specifically damaged Unit or to specifically damaged Units, then the Board of Directors may impose a charge (the "Charge") against such individual Unit(s) in an amount equal to the allocable portion of the deficiency as may be attributable to the cost of restoration of the common elements. However, if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the

deficiency attributable to specific individually damaged Unit(s), then the Board of Directors shall levy the charge for the total deficiency as a special assessment against all of the Units in proportion to each Unit's share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds and/or funds in payment of the Charge shall be delivered by the Association to the Insurance Trustee and shall be added by the Insurance Trustee to the proceeds available for the repair and restoration of the Condominium Property.

6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessments within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its mortgage; provided however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time.

G. "Very Substantial" Damage — As used in this Declaration, or in any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby 75% or more of the total unit space in the Condominium is rendered untenantable, in the sole discretion of the Board of Directors, or loss or damage whereby 75% or more of the total amount of insurance coverage placed becomes payable. Should such "very substantial" damage occur, then:

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and the net amount of insurance proceeds available for restoration and repair.
2. Thereupon, a special meeting of the members of the Association shall be called by the Board of Directors of the Association, to be held not later than 60 days after the casualty, to determine the wishes of the members of the Association with reference to abandonment of the Condominium project, subject to the following: - (a) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired, unless members holding not less than 66-2/3% of the total votes of the Association shall vote to abandon the Condominium project, in which event the Condominium Property shall be removed from the provisions of the Act, in accordance with Section 718.117 of the Act. - (b) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if members holding in excess of 33-1/3% of the total votes of the Association vote against such special assessment, the Condominium shall be abandoned and the Condominium Property shall be removed from the provisions of the Act in accordance with Section 718.117 of the Act. In the event members holding not less than 66-2/3% of the total votes of the Association vote in favor of a special assessment, the Association shall immediately levy such special assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs. The special assessment funds shall be delivered by the Association to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the Condominium Property. The proceeds shall be disbursed by the Insurance Trustee for the

repair and restoration of the Condominium Property, as provided in Paragraph D of this Article. To the extent that any insurance proceeds are paid over to any mortgagee, and in the event it is determined not to abandon the Condominium Project and to vote a special assessment, then the affected unit owner shall be obligated to replenish the funds so paid over to the unit owner's mortgagee. - (c) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that a determination made by the Board of Directors of the Association shall be binding upon all unit owners.

H. Surplus — It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance remaining in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors of the Association, unless the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

I. Plans and Specifications — Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required. The Insurance Trustee shall not be obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restoration or rebuilding.

J. Association's Power to Compromise Claim — The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

K. Workmen's Compensation — To the extent available, a workmen's compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of $500,000.00 Employer's Liability Coverage. In addition, the Association shall obtain such other insurance coverages as the Association shall reasonably determine is necessary for the unit owners and the Condominium.

L. Insurance on Individual Unit — Each individual unit owner shall purchase at unit owner's expense, liability insurance to cover accidents occurring within unit owner's Unit, and shall purchase insurance upon unit owner's personal property and such insurance, where applicable, shall contain waiver of subrogation, if available.

M. Waiver of Subrogation — If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association and their respective servants, agents and guests. Each unit owner and the Association hereby agrees to waive any claim against each other and against other unit owners for loss or damage for which insurance hereunder is carried, to the extent that the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

Article XIX — Eminent Domain or Condemnation Proceedings

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association for the use and benefit of unit owners and their mortgagees as their interests may appear, in accordance with the percentage of ownership of the common elements herein provided. Each unit owner, by acceptance of a deed of conveyance, acknowledges that the Association may act, as attorney-in-fact, for each unit owner in any such eminent domain or condemnation proceeding and in negotiations, settlements and agreements with the appropriate governmental condemning authority. The Association shall give prompt written notice to each unit owner and to each holder of a mortgage of record of any such eminent domain or condemnation proceeding, and shall take no action in any such proceedings that will disturb any mortgagee's lien priority.

Article XX — Rules and Regulations

A. As to the Common Elements — The Board of Directors may, by a 66-2/3% vote, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post at a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Units — The Board of Directors may, by a 66-2/3% vote, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Unit(s) provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted at a conspicuous place on the Condominium Property.

C. Rules and Regulations — All rules and regulations adopted by the Board of Directors shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants and lessees. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a 66-2/3% vote or consent of the Board of Directors; however, no vote of the membership shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Declaration of Condominium or of the By-Laws, unless such change, amendment or adoption of a rule and regulation would conflict, in any manner, with any provision of this Declaration and/or the By-Laws. The rules and regulations in effect as of the date of this Declaration are attached hereto as Exhibit "F".

Article XXI — Maintenance Contracts

If there shall become available to the Association a contract service for pest control and/or for air-conditioning compressor maintenance and/or for any other services which may be the subject of a maintenance contract, which the Association determines is for the benefit of the

unit owners to consider, then, upon resolution of the members of the Association, by a majority of the votes of those members voting at a special meeting of the members of the Association at which a quorum is present or by a majority of the total votes of the members of the Association, in writing, the Association may enter into such contractual undertakings. *[In the scan, a line runs through "at a special meeting of the members of the Association at which a quorum is present"; this is a scanning mark (see the note under Exhibit C), so the words are kept.]* The expenses of such contractual undertakings of the Association shall be a common expense. If, on the other hand, the members of the Association determine that the program may be undertaken by the Association for the benefit of only those unit owners who elect to be included in the program, then the Association may undertake the program without consent of the members of the Association being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the unit owners electing to be included in the program, and shall not be a common expense of the Association; but the Association may arrange for the collection of the contract costs from the individual unit owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing to be included, such written undertakings as the Association shall deem proper, to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

Article XXII — Management Agreements

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall, at all times, retain the powers and duties to be exercised by or under the authority of the Board of Directors.

B. The Association and each unit owner, and their respective heirs, successors and assigns, shall be bound by any such management agreement to the same extent as if he or she or it had executed any such management agreement and shall be deemed to have:

1. Consented to the execution of any such management agreement by the Association; and
2. Covenanted and promised to perform each and every one of the covenants, promises and undertakings to be performed by unit owners and the Association as provided in any such management agreement; and
3. Ratified, confirmed and approved each and every provision of any such management agreement and acknowledged that all of the terms and provisions contained therein are fair and reasonable; and
4. Agreed that the persons acting as Directors and Officers of the Association entering into any such management agreement have not breached any of their duties or obligations to the Association.

Article XXIII — Termination of Condominium

> **Note:** Termination needs written approval of all owners and mortgagees. If 75% approve within 60 days of a special meeting, the approving owners get a 120-day option to buy out the owners who did not approve, at fair market value in cash.

The Condominium may be terminated in the following manner:

A. Destruction — If it is determined in the manner provided in Article XIX that the Condominium Property shall not be constructed, the Condominium will be terminated. *[Original text says Article XIX; the rebuild-or-abandon vote is in Article XVIII.G.]*

B. Agreement — As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all unit owners and all record owners of mortgages encumbering Units.

If the proposed termination is submitted to a special meeting of the members of the Association and if the approval of the members holding not less than 75% of the total votes of the Association and their mortgagees is obtained, in writing, then not later than sixty (60) days from the date of such special meeting, the approving unit owners (through the Association) shall have an option to buy all of the Units of the disapproving unit owners for the period of 120 days from the date of such special meeting. The vote of those unit owners approving the termination shall be irrevocable until the expiration of the option. Any unit owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be exercised upon the following terms:

1. **Exercise of Option** — The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the President or Vice President of the Association, to each of the unit owners. The agreement shall be conditioned upon the purchase of all Units owned by unit owners not approving the termination.
2. **Price** — The sales price for each Unit shall be the fair market value as determined between the Seller and the Association. In the absence of agreement on the sales price of any Unit, the sales price shall be determined by an appraiser appointed by the Chairman of the Miami-Dade County Board of Realtors (or its equivalent). A judgment of specific performance of the sale, at the sales price determined by the appraiser, may be entered in any court of competent jurisdiction.
3. **Payment** — The purchase price shall be paid in cash.
4. **Form** — The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Miami-Dade County, Florida.
5. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Unit to be purchased.

C. Certificate — The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President (or Vice-President) and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Miami-Dade County, Florida.

D. Shares of Owners After Termination — After termination of the Condominium, the unit owners shall own the Condominium Property and all assets of the Association applicable to this Condominium as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the common elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal 100%.

Article XXIV — Assignability of Rights of Developer

The rights and privileges reserved in this Declaration of Condominium and in the Exhibits attached hereto in favor of the Developer are freely assignable, in whole or in part and without the necessity for any consideration being paid to the Association or to any of the other unit owners in this Condominium, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or may be exercised by the successor or successors-in-interest of the Developer and/or by the successor or successors-in-interest of the nominees, assignees or designees of the Developer and/or by grantees from the Developer (including mortgagees accepting deeds from the Developer in lieu of foreclosure) and/or by successors in title to the Developer through mortgage foreclosure.

Article XXV — Execution of Documents Required by the County of Miami-Dade and/or by the State of Florida

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by the County of Miami-Dade and/or by the State of Florida including, but not limited to, easements and restrictive covenants affecting the Condominium Property. To the extent that said documents require the joinder of any or all of the unit owners in this Condominium, each of said unit owners does hereby irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as such unit owner's agent and in his place and stead. The Association and each unit owner in this Condominium, by acceptance of the deed of conveyance transferring title to his Unit, shall be deemed to have assumed each and every one of the obligations of the Developer affecting the maintenance of the Condominium Property, if any, arising by virtue of the execution of documents required by the County of Miami-Dade and/or by the State of Florida.

Article XXVI — Developer's Right to Amend Declaration of Condominium

Developer shall have the right to amend the Declaration of Condominium, with the approval of the vote of members holding not less than 51% of the total votes of the Association to:

- **A.** Make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.
- **B.** Change the layout in any Developer-owned Units.
- **C.** Change the size and/or number of Developer-owned Units by combining separate Developer-owned Units into one or more Units, or otherwise.
- **D.** Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the common elements, their appurtenant shares of ownership of the common surplus and their appurtenant shares of the common expenses; provided, however, that the percentage interest in the common elements allocated to each Unit (other than Developer-owned Units) shall not be changed by reason thereof unless the owners of such Units, and all record owners of mortgages or other liens

thereon, shall consent thereto and provided further, that the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

Article XXVII — Conveyances, Sales, Rentals, Leases and Transfers

> **Note:** Owners must notify the Board before selling or leasing; the Board has 15 days to respond, or the deal is approved. Leases must run at least 6 months unless the Board approves. The screening fee is capped at $50. Transfers to immediate family, co-owners, trusts and lenders are exempt.

In order to protect the value of the Units and to further the continuous, harmonious development of the Condominium community, the sale, leasing, rental and transfer of Units shall be subject to the following provisions:

A. Notice and approval. Prior to the sale, conveyance, transfer or lease of any Unit to any other person, the unit owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance, transfer or lease is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days from the date of receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, transfer, conveyance or lease, in writing, and shall notify the unit owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale, transfer, conveyance or lease within said fifteen (15) days, the failure to act as aforesaid shall be considered an approval of the sale.

An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale, transfer, conveyance or lease of a Unit to certain persons, shall be conclusive evidence of such fact.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale, transfer, conveyance or lease and that the Board of Directors disapproved or failed to act on such proposed sale, transfer, conveyance or lease, and that thereafter all the provisions hereof which constitute conditions precedent to a sale, transfer, conveyance or lease of a Unit have been complied with, so that the sale, transfer, conveyance or lease of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold, transferred, conveyed or leased.

B. Lease form and minimum term. The Board of Directors of the Association shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a six (6) month consecutive period without the prior written approval of the Board of Directors of the Association.

> **FLAG — 2026 law update (D-12):** Any future amendment that restricts leasing or changes lease terms binds only owners who consent and later buyers (718.110(13)).

C. Unpaid assessments. The Association shall have the right to refuse to give written approval to any sale, transfer, conveyance or lease until all assessments owed with respect to the particular Unit are paid, in full.

D. Unauthorized transfers void. Any sale, transfer, conveyance or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

E. Screening fee. There shall be deposited and delivered to the Association a reasonable screening fee not to exceed $50.00, simultaneously with the giving of notice of the intention to sell or lease (as applicable) for the purpose of defraying the Association's expenses. It is understood that no fee shall be charged in connection with an approval in excess of the expenditures reasonably required and that no charge shall be made in connection with an extension or renewal of a lease or sublease.

> **FLAG — 2026 law update (D-11):** State law now allows a screening fee of up to $150 per applicant, adjusted for inflation every 5 years, plus a security deposit of up to one month's rent, if the documents provide for it (718.112(2)(k)). Our $50 cap stands unless amended.

F. Family and trust exemptions. The foregoing provisions of this Article XXVII shall not be applicable to transfers or leases of Units by a unit owner to any member of the unit owner's immediate family (i.e., spouse, children or parents) or, if a Unit is owned by a form of co-tenancy, to transfers or leases of Units from one co-tenant to the other co-tenant. The foregoing provisions of this Article XXVII shall also not be applicable to transfers or leases of Units from a trustee to its beneficiary or from a beneficiary to his trustee.

G. Judicial sales. No judicial sale of a Unit or any interest therein shall be valid unless:

1. The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or
2. The sale is the result of a public sale with open bidding.

H. Grounds to withhold consent. The Board of Directors of the Association shall have the right to withhold consent and approval of any prospective sale, transfer, conveyance, lease, bequest, devise or otherwise in the event the prospective unit owner or tenant (as applicable), by being such a unit owner or tenant (as applicable), would automatically violate or breach a term, condition, restriction, rule, regulation or covenant under this Declaration or the Exhibits attached thereto.

I. No liability. The Association and its agents or employees shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article XXVII, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for approval or disapproval.

J. Lender and Developer exemptions. The foregoing provisions of this Article XXVII shall not be applicable to transfers, leases or purchases by an Institutional Mortgagee (and/or its assignee or nominee) that acquires its title as a result of owning a mortgage encumbering the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, lease or sale by an Institutional Mortgagee (and/or its assignee or nominee) that so acquires its title. The provisions of this Article XXVII shall not apply to the Developer or to the assignee or nominee of the Developer and any such person or corporation shall have the right to freely sell, transfer, lease or otherwise deal with the title and possession of a Unit without being obligated to comply with the provisions of this Article XXVII, and

without being obligated to obtain the approval of the Association and without the necessity for payment of any screening fee.

Article XXVIII — Remedies

A. Relief — Each unit owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to institute an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association or, if appropriate, by one or more unit owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each unit owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other unit owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees — In any proceeding arising because of an alleged default, act, failure to act, or violation by the unit owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the prevailing party shall be entitled to recover the costs of the proceedings, including reasonable attorneys' fees. Further, in the event that proceedings are instituted by or against the Developer or against any affiliated entity of the Developer or against any individual connected with the Developer (including, but not limited to, the parent company of the Developer and/or any subsidiary of the Developer and/or any subsidiary of either of the general partners of the Developer and/or the initial directors of the Association) for any reason whatsoever, including but not limited to: (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable or violates any State or Federal Law or regulation, then the prevailing party shall be entitled to recover all costs of the proceeding. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceeding, including appeals, together with all costs including those not normally allowed in actions at law such as, but not limited to, copies of depositions and other documentation and exhibits, whether or not used at trial; travel expenses for consultants and/or witnesses for the purpose of testifying at trial or deposition; consultants fees; expert witness fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge in connection with his preparation for giving such testimony at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver — The failure of the Association, the Developer or unit owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or any rules and regulations adopted with respect to any portion of the Condominium Property, shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative — All rights, remedies and privileges granted to the Association, the Developer and unit owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in

equity. Each unit owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

E. Venue — Every unit owner and all persons claiming any interest in a Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Eleventh Circuit Court of the Judicial Circuit, in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida, as the same is now constituted or in any court in the future that may be the successor to the courts contemplated herein.

F. Appointment of Agent — Should suit be instituted, each unit owner does hereby irrevocably appoint the Secretary of State of the State of Florida as unit owner's agent for the acceptance of service of process should, at the time of such service of process, any such person shall not be residing in the County of Miami-Dade, State of Florida. The provisions of this subparagraph shall not be applicable to the Developer.

Article XXIX — Additional Provisions

A. Governing law. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. Severability. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Combining units. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the common elements, common expenses and common surplus and voting rights in the Association.

D. Number and gender. Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

E. Captions. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

F. Lender rights to information. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association. In addition, upon written request, Institutional Mortgagees shall be entitled to receive written notification from the Association of:

1. Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or any Unit encumbered by an Institutional Mortgage;
2. Any delinquency in the payment of assessments or charges owed by an owner of a Unit encumbered by an Institutional Mortgage, which remains uncured for a period of 60 days;
3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

G. Lender advances. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the common elements and Institutional Mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the common elements and Institutional Mortgagee(s) making such payment shall be entitled to receive immediate reimbursement therefor from the Association, and to the extent of the monies so advanced, said Institutional Mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Units for the payment of such item of common expense.

H. Lender priority. No provision of this Declaration shall be deemed to give any unit owner, or any other party, priority over any rights of any Institutional Mortgagee under its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of any portion of the common elements or common property.

I. Taxes. All taxes, assessments and charges which may become liens prior to the liens of Institutional Mortgagees under local law shall relate only to the individual Units and not to the Condominium Property as a whole.

J. Developer sales activities. Neither the Association nor the unit owners shall interfere with the sale of Units by the Developer. As long as the Developer owns at least one (1) Unit in the Condominium, the Developer (or its duly authorized agents or assigns) may make such use of the unsold Unit(s) and the common elements (including any portions of the common elements designated as offices on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B") as may facilitate the Developer's administrative activities (which administrative activities may include, but shall not be limited to, administration of the Association, bookkeeping, post closing repair work and Developer sales, leasing and closing functions) and sales (with respect to units within this Condominium and/or with respect to the sale and/or lease of units in other developments owned by the Developer and/or by entities affiliated with the Developer) including, but not limited to, the maintenance of administrative offices and the maintenance of sales and/or leasing offices, for the showing of the Unit(s) and for the display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as model units. Any administrative offices and/or sales and leasing offices and/or model units and all personal property, furnishings and signs contained therein and/or appurtenant thereto shall not be considered common elements, but shall remain the separate property of the Developer.

Execution

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this _____ day of _____, _____.

PALMETTO CENTER L.L.C., a Florida limited liability company — Address: 16311 N.W. 52nd Avenue, Miami, Florida 33014

By: _____

Signed, sealed and delivered in the presence of two witnesses, with a notary acknowledgment (State of Florida, County of Miami-Dade).

[Signatures, date and notary block are blank in the scanned copy.]

Exhibit A — Legal Description of Real Property

A portion of Tract 11, PALMETTO LAKES INDUSTRIAL PARK SECTION FOUR, as recorded in Plat Book 98 at Page 73 of the Public Records of Miami-Dade County, Florida and a portion of Tract 13, PALMETTO LAKES INDUSTRIAL PARK SECTION FIVE, as recorded in Plat Book 98, at Page 74 of the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Begin at the Northwest corner of Tract 12, as shown on said Plat of PALMETTO LAKES INDUSTRIAL PARK SECTION FIVE and run Southerly, along the West line of Tract 12 and the Southerly extension thereof, for 673.20 feet; thence run Easterly, parallel to the South Right-of-way line of Northwest 165th Street as shown on the aforementioned plats, for 260 feet; thence run Southerly, along the Westerly Right-of-way line of Northwest 49th Avenue as shown on said Plat of PALMETTO LAKES INDUSTRIAL PARK SECTION FIVE, for 35 feet; thence run Westerly, parallel to said South Right-of-way line of Northwest 165th Street, for 708.46 feet; thence run Northerly, parallel to the West line of said Tract 12, for 708.20 feet; thence run Easterly, along the South Right-of-way of Northwest 165th Street for 448.46 feet to the Point of Beginning.

Exhibit B — Plot Plan, Survey and Graphic Description

Scan pages 29–37 hold the survey and architectural drawings. They are redrawn below as clean vector illustrations from the scan; dimensions and labels match the original, but the recorded survey controls. Each drawing is also available as an SVG file that opens and edits in Adobe Illustrator.

Exhibit B-1 — Boundary and Topographic Survey

The 7.4994-acre parcel (326,673± sq. ft.) fronts N.W. 165th Street, with a 35-foot strip running east to N.W. 49th Avenue. Building A is 120' × 624' and Building B is 90' × 624'. Surveyed by A.R. Toussaint & Associates, Inc., October 16, 2003 (scan page 30).

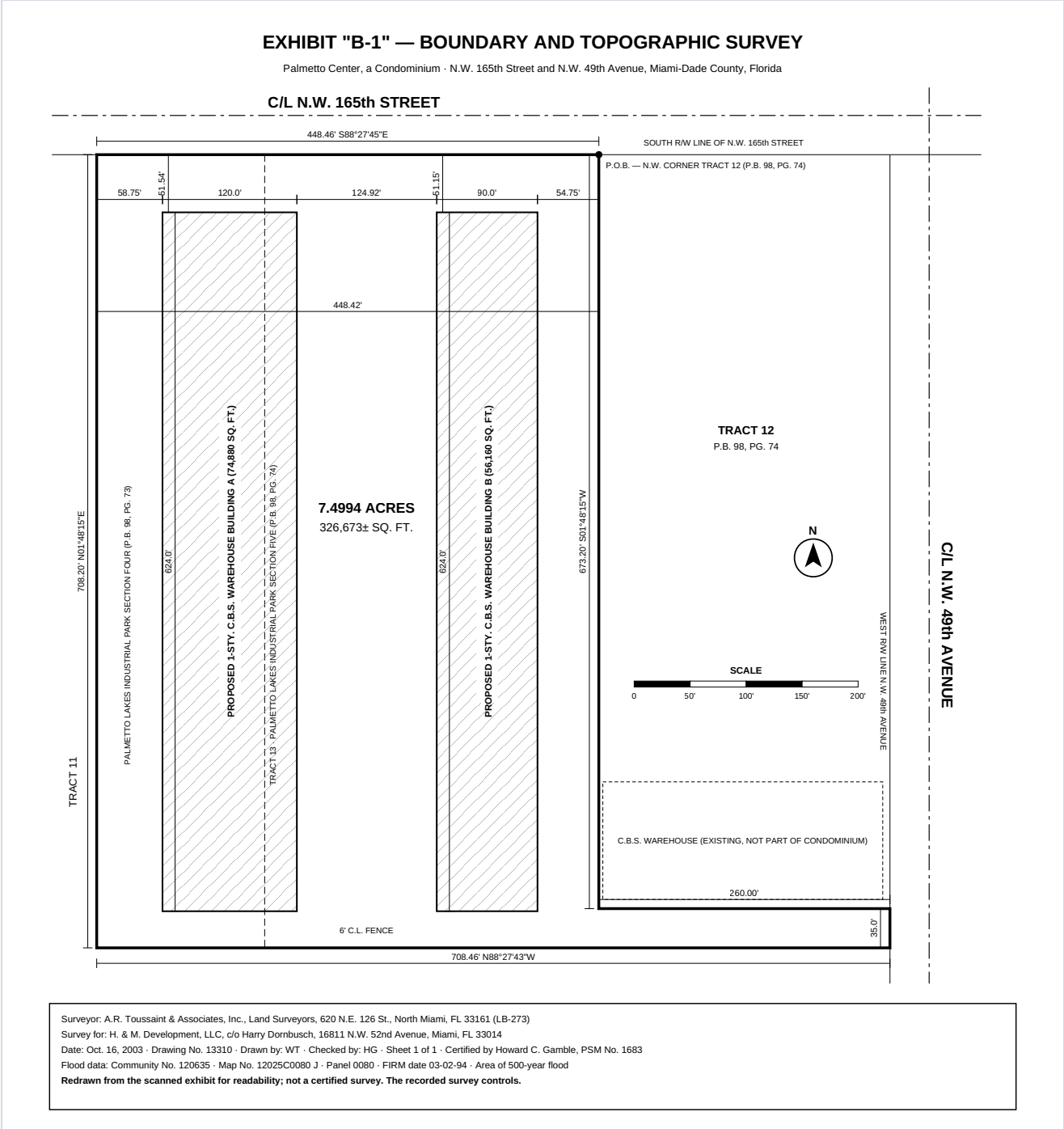


Exhibit B-1 Boundary and Topographic Survey — redrawn vector illustration

Exhibit B-2 — Site Plan and Common Elements

Everything outside the 50 units — parking, drives, landscaping and the access strip to N.W. 49th Avenue — is common element (hatched). As in the original sheet, north points to the right. Units are numbered from the south end (scan page 31).

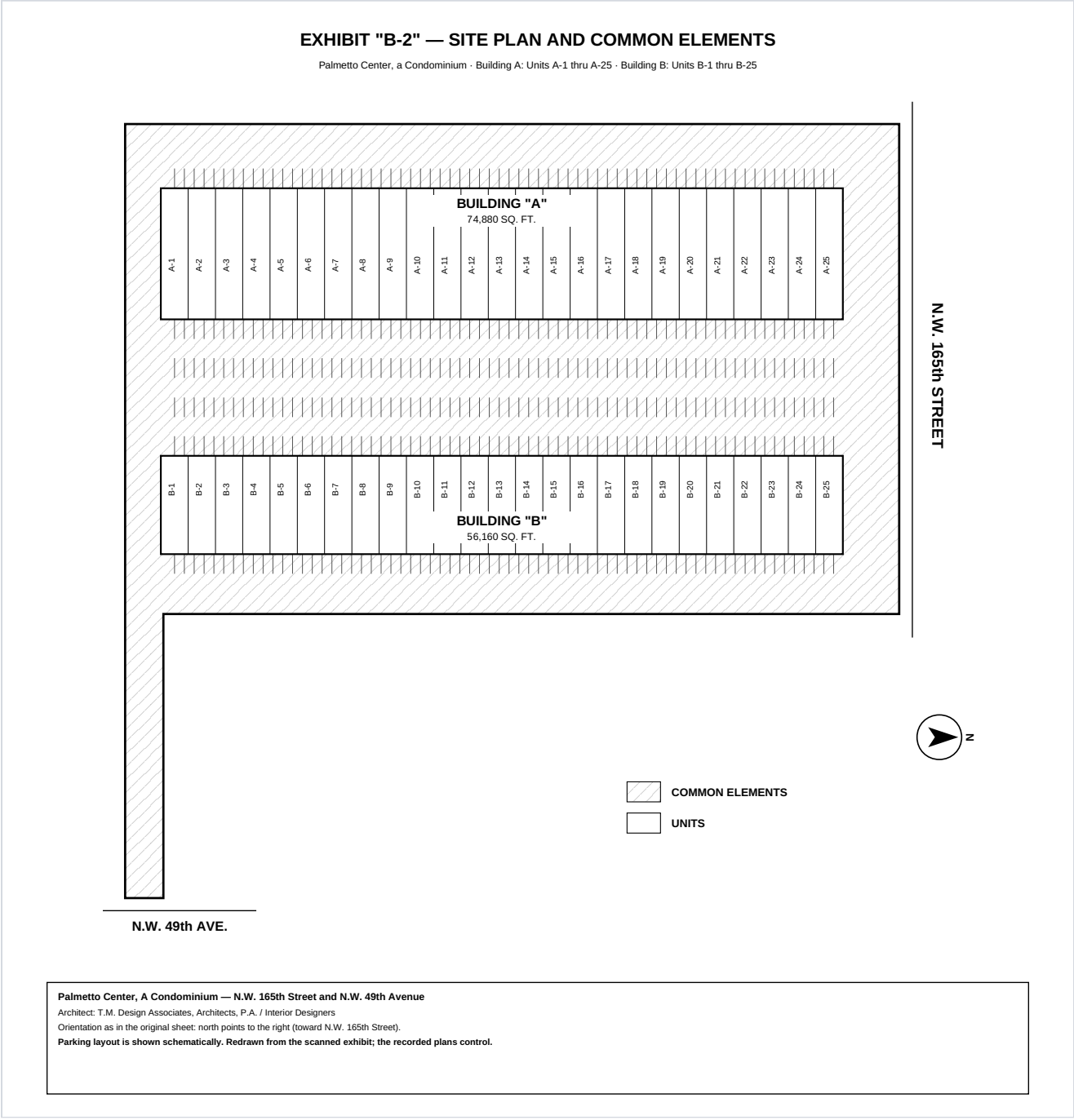


Exhibit B-2 Site Plan and Common Elements — redrawn vector illustration

Exhibit B-3 — Building Floor Plans

Each building holds 25 units side by side, with an office at the front of every unit. Offices sit in mirrored pairs across shared walls. Building B is numbered right to left, as in the original (scan page 33).

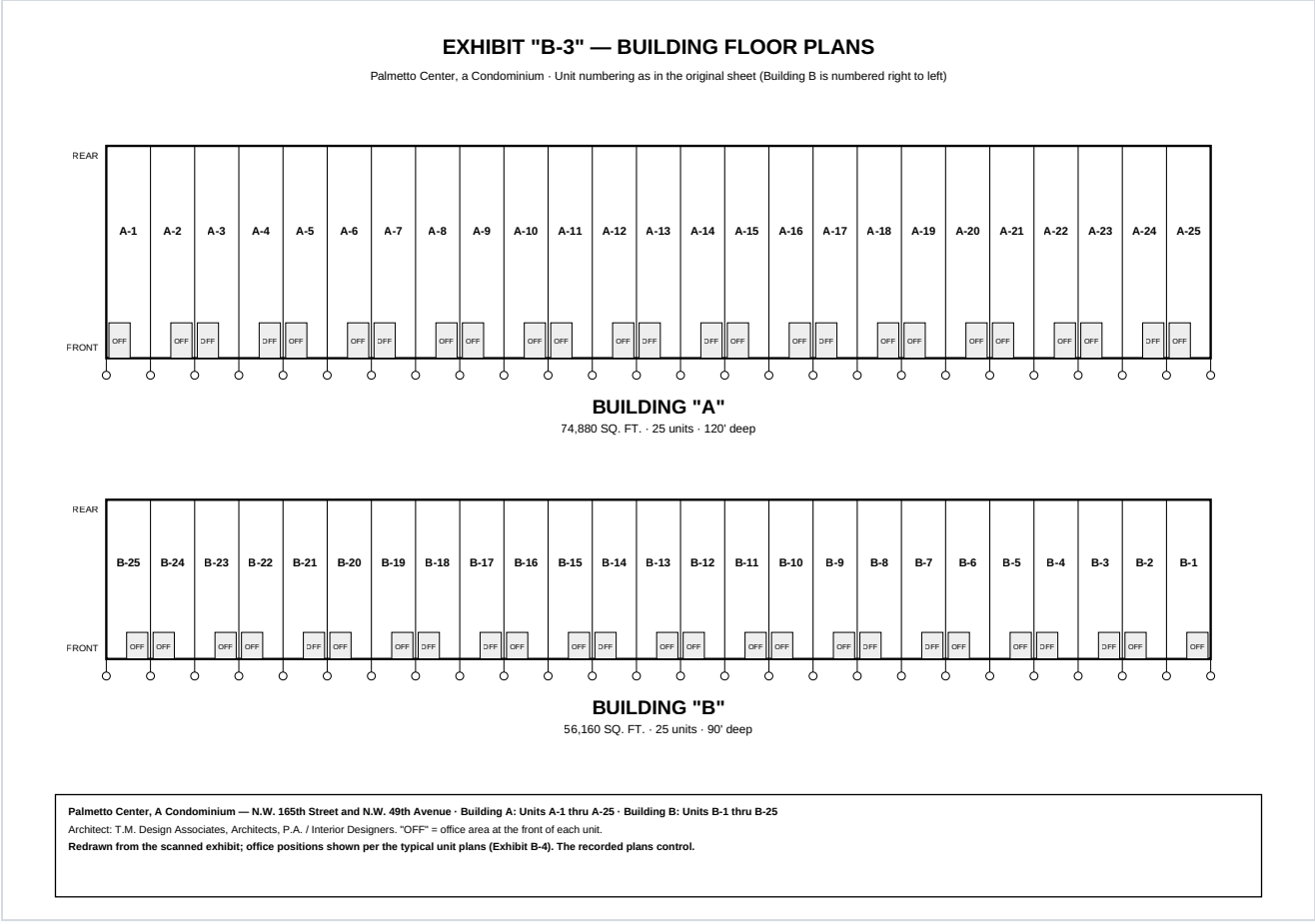


Exhibit B-3 Building Floor Plans — redrawn vector illustration

Exhibit B-4 — Typical Unit Floor Plans

All units are 24'-7" wide. Building A units (types A and B) are 118'-8" deep, about 3,000 sq. ft. Building B units (types C and D) are 88'-8" deep, about 2,250 sq. ft. Each has a front office and a 7'-6" × 5'-7" restroom; the office is 20' deep in Building A and 15' in Building B (scan pages 34–37).

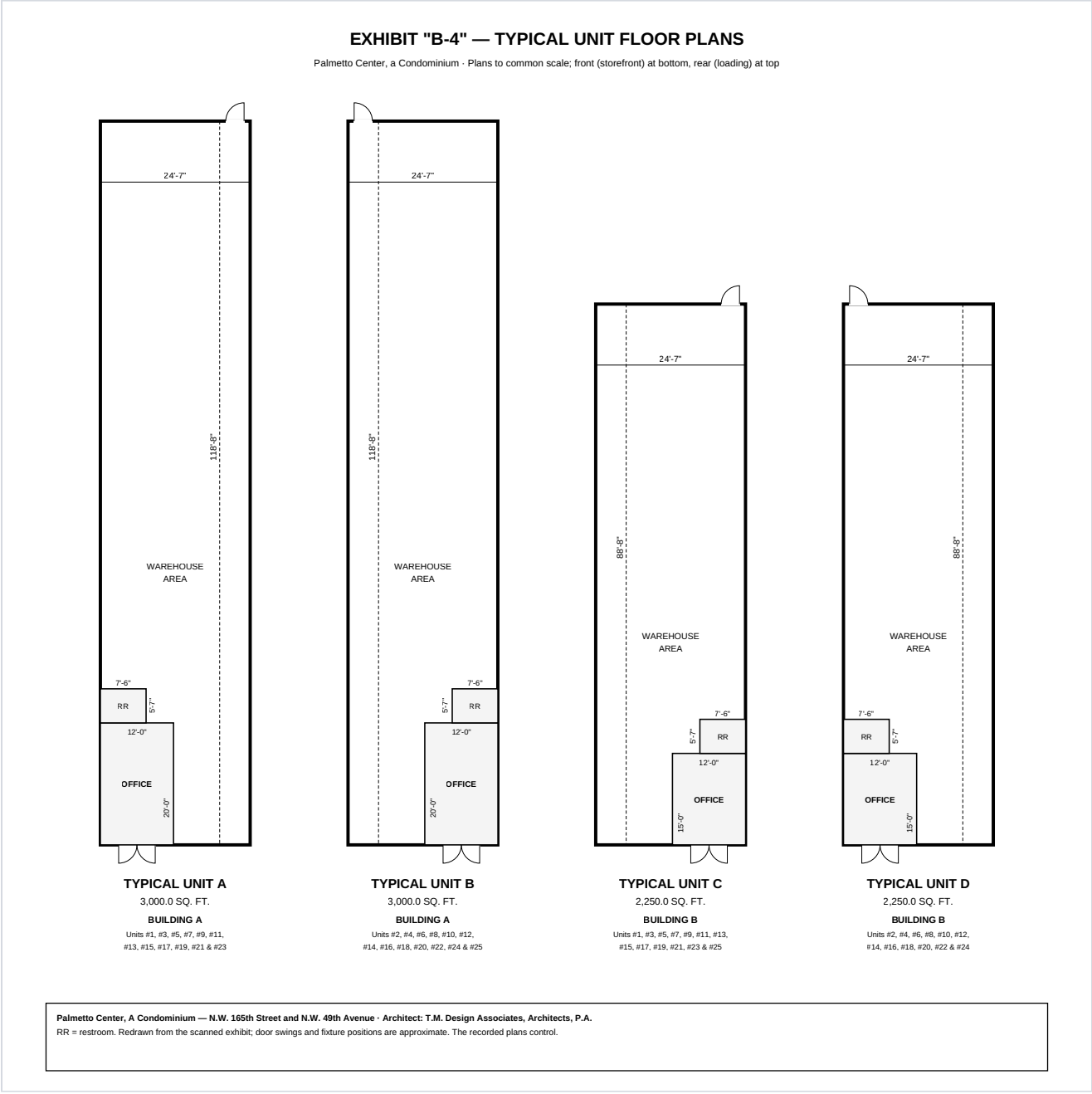


Exhibit B-4 Typical Unit Floor Plans — redrawn vector illustration

The exterior elevation sheet (scan page 32) is not redrawn: the scan is too faint to read its heights and details reliably.

Exhibit C — Share of Common Expenses, Common Elements and Common Surplus

Each unit's share of ownership of the common elements and common surplus equals its share of responsibility for the common expenses.

Units	Share per unit	Total
A-1 through A-25 (25 units)	.0228 (2.28%)	57.0%
B-1 through B-25 (25 units)	.0172 (1.72%)	43.0%
All 50 units		100.0%

[In the scan, a line runs through the row "B-16 … B-25". The shares only total 100% with those units included, which confirms these lines throughout the scan are scanning marks, not deletions.]

Updates under current Florida law

The provisions below are flagged in the text above where the 2026 Florida Statutes change or override them. Full analysis and board decisions: see Part IV.

Flag	Provision	What changed	Effect
D-1	IX.G Director qualifications	5 years since rights restored; delinquent owners barred; 90-day delinquency vacates office	Law overrides
D-2	IX.B.3 Accounting records	Owners-only website required since Jan. 1, 2026; minutes kept permanently	Law overrides — **act now**
D-3	IX.E Records	Expanded official records, checklist, $50/day damages	Law overrides
D-4	X.D Alteration of unit	Owners' right to install EV chargers	Law overrides
D-5	XVII.F Signs	U.S. and military flags always allowed	Law overrides
D-6	XIII.B Budget	Adopt 14+ days before fiscal year; substitute budget over 115%	Law overrides
D-7	XIII.F Reserves	$25,000 statutory threshold; majority of **all** voting interests to waive or redirect	Our $10,000 stands; vote rule overridden
D-8	XIII.J Interest and late fees	Payment order adds collection costs and fees; 10-day estoppel certificates	Law overrides
D-9	XIII.L Foreclosure	45 days' written notice before judgment	Law overrides
D-10	XIII.M Lender liability	12 months or 1%, not 6 months	Law overrides — **act now**
D-11	XXVII.E Screening fee	Up to $150 per applicant allowed	Optional to amend
D-12	XXVII.B Leases	Rental-restriction amendments bind only consenting owners and later buyers	Note for future amendments

Not flagged but checked: the statutory insurance scheme (718.111(11)), hurricane-protection rules (718.113(5)), structural integrity reserve studies and milestone inspections apply only to residential condominiums or taller buildings, so Article XVIII and the other maintenance articles continue to govern as written. Mandatory arbitration under 718.1255 applies to a nonresidential condominium only if the declaration says so, and this Declaration does not.

Part III — Rules and Regulations of Palmetto Center, a Condominium

Exhibit "F" to the Declaration of Condominium (scan pages 64–66). Wording follows the original; only layout has changed. The Board of Directors may adopt and amend rules under By-Laws Articles IV.J and XI.

Preamble

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements and the units within the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. Rules and Regulations

- **a.** Violations of these Rules and Regulations should be reported, in writing, to the Board of Directors of the Association.
- **b.** Violations of these Rules and Regulations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
- **c.** Disagreements concerning violations of these Rules and Regulations will be presented to and be judged by the Board of Directors who will take appropriate action.
- **d.** Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

> **FLAG — 2026 law update (R-1):** The Board may judge violations, but any **fine or suspension** now requires 14 days' written notice and approval by a hearing committee of at least 3 members who are not officers, directors or employees, or their relatives. Fines are capped at $100 per violation and $1,000 in total, are due 5 days after notice, and cannot become a lien (718.303(3)).

2. Obstructions

All sidewalks, entrances, driveways, passages, patios, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors or on walkways.

3. Signage

No unit owner shall place or display signage visible from the interior or from the exterior of such unit owner's Unit, unless such signage has been approved in writing by the Association.

> **FLAG — 2026 law update (R-2):** Owners may always display one portable U.S. flag, and official military-branch flags on six listed holidays, regardless of this rule (718.113(4)).

4. Destruction of Property

Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

5. Exterior Appearance

The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

6. Signs

There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except for signs displayed by the Developer and/or by agents engaged by the Developer.

7. Cleanliness

All garbage and refuse from the Condominium shall be deposited with care in the dumpsters intended for such purpose at such times and in such manner as the Association shall direct. It shall be the unit owner's responsibility to break down all boxes and to dispose of such boxes properly in the dumpsters provided. All dumpsters shall be used in accordance with instructions given by the Association.

8. Pets

No pets shall be permitted within a unit or upon the common elements of the Condominium.

9. Vehicle Restrictions

- **a. Entrances.** Trucks and commercial vehicles may enter the Condominium Property through the 49th Avenue entrance and/or through the two (2) lateral entrances provided off

of 165th Street. The main entry into the Condominium Property off of 165th Street may not be utilized for truck or commercial vehicle entry.

- **b. Routes.** Trucks and commercial vehicles may only traverse the Condominium Property across the back of each building. No truck or commercial vehicle shall be permitted in the parking lot area between Building A and Building B.
- **c. Repairs.** No maintenance or repair shall be performed upon or to any vehicles within the Condominium Property.
- **d. Parking.** Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the consent of the Association. Specifically, no terrain vehicle, moped, boat, camper, motorhome, bus or other similar vehicle shall be parked within the Condominium Property without the consent of the Association.
- **e. Loading.** Loading and unloading of vehicles shall take place only at the rear of each unit, during the hours posted.

10. Hurricane Preparations

Designee. Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual (the "Designee") to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters.

Owner-installed shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color, and shall be an accordion type storm shutter. All storm shutters must be stored within the unit of the unit owner and each unit owner must notify the Board of Directors of the location within the unit owner's unit where the storm shutters are stored. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations. In the absence of the unit owner and the Designee, the Board of Directors shall have the right, in the event of an emergency, to enter into the unit of the absent unit owner (by forcible entry, if no key to the unit was given to the Association by such unit owner) in order to cause storm shutters to be installed in the unit of the absent unit owner.

Association-installed shutters. The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this Paragraph without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium Property and Association property.

> **FLAG — 2026 law update (R-3):** The Board's shutter powers referenced here moved from section 718.3026 to section 718.113(5), which now applies only to **residential and mixed-use** condominiums. As a commercial condominium, Palmetto Center is not bound by the statutory shutter scheme; this rule still applies as an Association rule, but the citation is outdated and counsel should confirm the Board's authority to install shutters on units.

Cost. The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this paragraph of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the Board of Directors, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

11. Food and Beverages

Only persons approved by the Association may prepare, solicit orders for, sell, serve or distribute food or beverages in the Condominium for such purposes. No unit owner, without the consent of the Association, shall utilize any portion of the Condominium for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving or distribution of food or beverages.

Signature

PALMETTO CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____

[Signature is blank in the scanned copy.]

Updates under current Florida law

The rules below are flagged in the text above where the 2026 Florida Statutes change how they may be applied. Full analysis and board decisions: see Part IV.

Flag	Rule	What changed	Effect
R-1	1. Enforcement	Fines and suspensions need notice and an independent 3-member hearing committee	Law overrides — **act now**
R-2	3 and 6. Signage	U.S. and military flags always allowed	Law overrides
R-3	10. Hurricane preparations	Cited statute moved to 718.113(5), now residential and mixed-use only	Refer to counsel; update citation

Checked and unchanged: Rules 2, 4, 5, 7, 8, 9 and 11 are not affected by recent Chapter 718 amendments. The Board may still adopt and amend rules under By-Laws Article XI and Declaration Article XX; any rule on unit use needs 14 days' mailed and posted notice before the Board meeting that considers it (718.112(2)(c)1).

Part IV — Board Review: Florida Law Changes Since Adoption

Florida's Condominium Act (Chapter 718) has changed in more than 20 ways that touch our By-Laws and Declaration, and current law wins wherever they conflict. Four items need action now: the owners-only website required since January 1, 2026; permanent retention of minutes; the new fine-hearing rules; and the lender's 12-month assessment liability. Many of the biggest 2024 reforms apply only to residential condominiums, so they do not bind Palmetto Center.

Each table compares what our documents say with the 2026 Florida Statutes and ends with a blank **Board decision** column for the board to complete at its review meeting (Open, Refer to counsel, Amend documents, Adopt rule / policy, or No action needed). This is a research summary for discussion, not legal advice; association counsel should confirm each item before the board acts.

1. What applies to a commercial condominium

Chapter 718 governs every Florida condominium, but the statute defines a "residential condominium" and exempts units intended primarily for commercial or industrial use. Palmetto Center's units may be used only as commercial units (Declaration III.I), so the rules below do not bind us by law. Where our own By-Laws adopted the residential rule, the By-Laws still bind us until amended.

Statutory rule	Scope in 2026 law	What it means for us
Director education: 4-hour course within 90 days, 1 hour yearly after (718.112(2)(d)5.b)	Residential only	Not required; recommended as good practice
8-consecutive-year director term limit (718.112(2)(d)3)	Expressly does not limit nonresidential boards	Does not apply
Quarterly board meetings with owner Q&A (718.112(2)(c))	Residential with more than 10 units	Does not apply
Written-ballot elections, no proxies, 60/40-day notices (718.112(2)(d)5, 11)	Residential only; nonresidential may use proxies	Still binding on us because By-Laws III.A.4 adopted them; the board may amend
Structural integrity reserve study and milestone inspection (718.112(2)(g), (h))	Residential buildings 3+ stories	Does not apply; our buildings are 1 story
Hurricane-protection specifications and cost rules (718.113(5))	Residential and mixed-use only	Rule 10 still governs; its reference to 718.3026 is outdated
Statutory insurance scheme (718.111(11))	Residential only	Declaration Article XVIII governs our insurance
Mandatory pre-suit arbitration or mediation (718.1255)	Nonresidential only if the declaration specifically says so	By-Laws XV requires it but the Declaration does not; ask counsel whether it applies
30-day written response to certified-mail owner inquiries (718.112(2)(a)2)	Residential only	Not required

2. Elections, directors and board meetings

The most urgent change here is director eligibility: the law now bars delinquent owners and recently restored felons, which our By-Laws do not mention. All citations are to section 718.112, 2026 Florida Statutes, unless noted.

Topic	Our documents say	Current law	Board decision
Felony eligibility	Eligible once voting rights are restored (By-Laws III.A.6; Decl. IX.G)	Civil rights must have been restored for at least 5 years before seeking election ((2)(d)3)	
Delinquent owners as candidates or directors	Silent	Owner delinquent in any assessment may not be a candidate or listed on the ballot; director or officer more than 90 days delinquent is deemed to have abandoned office ((2)(d)3, (2)(p))	
Directors charged with crimes	Silent	Director or officer charged with ballot forgery, theft of association funds, records destruction or obstruction must be removed until resolved ((2)(q))	
Election procedure	Residential-style process: written ballot, no proxies, 60-day and 40-day notices, 20% turnout (By-Laws III.A.4)	Not required for nonresidential associations, which may use proxies ((2)(d)11)	
Filling board vacancies	Members fill vacancies at a special meeting (By-Laws III.C.2)	Default lets remaining directors fill vacancies by majority, unless bylaws say otherwise ((2)(d)10)	
Board meeting notice content	Posted 48 hours ahead; 14 days for special assessments or unit-use rules (By-Laws VII.B.5)	Also: notice must list every agenda item; assessment notices must state estimated cost and purpose; contracts up for approval must be attached or posted online; 20% of owners can force an agenda item within 60 days ((2)(c))	
Video-conference meetings	Silent	Board and owner meetings may be held by video conference with a link, call-in number and physical location; recordings become official records ((2)(b)5, (2)(d)2; 718.103(33))	
Secret ballot for officers	Directors may not vote by secret ballot (By-Laws VII.B.7)	Officers may now be elected by secret ballot at board meetings (718.111(1)(b))	
Electronic notice to owners	Mail or hand delivery only (By-Laws VII.A.3)	Allowed to owners who consent in writing, except recall meetings; bylaws may authorize it ((2)(d)7, (3)(c))	

New for 2026: HB 797 rewrote the Chapter 617 director conflict-of-interest rules effective July 1, 2026, and section 718.3027 requires condominium boards to follow them.

3. Official records, website and owner access

With 50 units, Palmetto Center has been required since January 1, 2026 to keep an owners-only website or app with posted records; if none exists, the association is out of compliance today. Citations are to section 718.111(12) unless noted (statute summary and text).

Topic	Our documents say	Current law	Board decision
Association website or app	Silent	Required for condominiums of 25+ units from Jan 1, 2026; password-protected, owners only; listed records posted within 30 days, including 12 months of approved minutes (Becker)	
Keeping minutes	7 years (By-Laws V.D.5)	Permanently from inception, together with the declaration, bylaws, articles, rules and developer plans ((12)(b))	
Responding to records requests	Within 10 working days (By-Laws V.D.8)	Same deadline, plus a checklist of records provided and withheld, kept 7 years; minimum damages of $50 per day for up to 10 days; willful denial is a misdemeanor and requires removal from office ((12)(c))	
Copy charges	Up to $0.25 per page (By-Laws V.D.7)	Owners may copy with their own phone or scanner at no charge; otherwise reasonable expense ((12)(c)5)	
Where records are kept	In Florida; accounting records in Miami-Dade or Broward (By-Laws V.D.8, V.E.2)	Must be available within 45 miles of the property or in the same county ((12)(b))	
Owner contact information	Silent	E-mail addresses, phone numbers and similar data are protected; may be used only for association business and never sold or shared ((12)(a)7, (12)(c)5.e)	
Annual financial report	By an auditor, accountant or CPA; to owners by April 1 (By-Laws X.F)	Delivered within 21 days after completion and no later than 180 days after year end; required level (compiled, reviewed or audited) depends on revenue (718.111(13), 2025 changes)	

4. Assessments, budgets, reserves and collections

The 115% budget rule and the lender's liability cap have both changed in ways that override our documents. Interest (18%) and late fees (greater of $25 or 5%) still match the statute.

Topic	Our documents say	Current law	Board decision
Budget over 115% of prior year	10% of owners may petition within 21 days for a members' meeting within 60 days; 51% vote adopts a new budget (By-Laws VII.A.4)	Board must propose a substitute budget without discretionary spending at the budget meeting, on 14 days' notice; owners adopt it by majority of all voting interests; reserves, non-recurring repairs and insurance premiums are excluded from the 115% test (718.112(2)(e)2)	
When the budget is adopted	During the month before the fiscal year (By-Laws IX.B; Decl. XIII.B)	At least 14 days before the fiscal year starts; if missed twice, the prior budget continues ((2)(f)1)	
Which items need reserves	Roof, painting, paving, plus any item over $10,000 (Decl. XIII.F)	Roof, painting, paving, plus any item over $25,000, adjusted yearly for inflation; formula based on remaining life and cost; owners may waive by majority of all voting interests ((2)(f)2)	
Using reserves for other purposes	Majority vote at a duly called meeting (Decl. XIII.F)	Majority of **all** voting interests, approved in advance ((2)(f)3)	
First-mortgage lender's liability after foreclosure	Lesser of 6 months' assessments or 1% of the loan (Decl. XIII.M)	Lesser of 12 months' regular assessments or 1% of the loan, if the association was joined in the foreclosure (718.116(1)(b))	
How payments are applied	Interest and late fees first, then the assessment (Decl. XIII.J)	Interest, late fee, collection costs and attorney fees, then the assessment; owner instructions on the check cannot change this (718.116(3))	

Topic	Our documents say	Current law	Board decision
Foreclosing an assessment lien	Suit as for a mortgage (Decl. XIII.L)	No judgment until at least 45 days after written notice of intent to foreclose (718.116(6)(b))	
Estoppel certificates for sales and refinancing	Silent	Must be delivered within 10 business days of request; any understated balance is waived as to good-faith buyers (718.116(8))	
Sale or lease screening fee	Up to $50 (Decl. XXVII.E)	Up to $150 per applicant, inflation-adjusted every 5 years, if the documents provide for it; security deposit of up to 1 month's rent allowed ((2)(k))	
Interest and late fees	18% interest; late fee up to greater of $25 or 5% (Decl. XIII.J; By-Laws IX.H)	Unchanged (718.116(3))	

5. Fines, enforcement and other owner rights

Fines are still capped at $100 per violation and $1,000 in total and still cannot become a lien, but the hearing committee and payment deadline must now follow the statute. Citations are to section 718.303 unless noted.

Topic	Our documents say	Current law	Board decision
Fine hearing committee	A committee of members appointed by the Board (By-Laws XVI.A–B)	At least 3 members who are not officers, directors or employees, or their spouse, parent, child or sibling; committee only confirms or rejects the board's fine ((3)(b))	
When a fine is due	10 calendar days after notice (By-Laws XVI.D)	5 days after notice of the approved fine, sent by mail or hand delivery ((3)(b))	
Suspending use of common areas	Silent	Allowed for rule violations (after notice and hearing) and for debts more than 90 days late (no hearing); never access, utilities, parking, elevators or a unit's own limited common elements ((3)(a), (4))	
Suspending voting rights	Silent	Allowed if more than $1,000 is over 90 days late; proof 30 days before; owners must be warned at least 90 days before an election; approved at a noticed board meeting ((5), (6))	
Changing lease rules	Minimum 6-month lease; Board approval of leases (Decl. XXVII.A–B)	Any future amendment restricting rentals binds only owners who consent and later buyers (718.110(13))	
Flags	Signs need Association approval (Rules 3, 6; Decl. XVII.F)	Owners may always display a U.S. flag, and military flags on six listed holidays, regardless of the documents (718.113(4))	
EV charging stations	Silent; exterior changes need Board consent (Decl. X.D)	Owners may install chargers in an assigned or limited-common-element parking space at their cost, under reasonable safety and design rules; the board may add chargers on common elements without an owner vote (718.113(8), (9))	
Hurricane shutters	Rule 10 cites the Board's shutter powers under s. 718.3026	That power moved to 718.113(5), which now applies only to residential and mixed-use condominiums; Rule 10 still binds as a rule	

6. Board action checklist

The first four items are compliance gaps today; the rest can be bundled into one By-Laws and Declaration amendment package drafted by counsel.

- ☐ Confirm the owners-only website or app is live and posting the required records within 30 days (Section 3)
- ☐ Stop discarding minutes after 7 years; keep all minutes permanently (Section 3)
- ☐ Reconstitute the fine hearing committee: 3+ non-director, non-employee members; set fines due 5 days after notice (Section 5)
- ☐ Tell the collections attorney and manager the lender cap is now 12 months, and send 45-day notices before lien foreclosure (Section 4)
- ☐ Screen current directors and candidates for delinquency and the 5-year felony rule before the next election (Section 2)
- ☐ Adopt a records-request checklist and estoppel procedure (Sections 3–4)
- ☐ Use the substitute-budget procedure if a budget exceeds 115% of last year (Section 4)
- ☐ Ask counsel whether mandatory arbitration (By-Laws XV) applies without a Declaration provision (Section 1)
- ☐ Ask counsel to draft conforming amendments: election procedure, vacancies, electronic notice, reserves threshold, lender cap, screening fee, fine procedure, records retention, Rule 10 citation
- ☐ Review the July 1, 2026 conflict-of-interest rules (HB 797) with all directors (Section 2)
- ☐ Fill the Secretary seat; Robert Behnejad serves as Secretary/Treasurer under By-Laws III.B until then, and update the annual report once filled

Sources

- Florida Statutes 2026, s. 718.112 (Bylaws)
- Florida Statutes 2026, s. 718.303 (Remedies and fines)
- Florida Statutes 2026, s. 718.113 (Maintenance, hurricane protection, EV charging)
- Florida Condominium Act full text and summary, 2025 statutes (HOPB)
- Becker & Poliakoff: condo website requirement takes effect (Jan. 2026)
- Tannenbaum Lemole & Hill: HB 913 revisions to Chapter 718 (2025)
- Becker & Poliakoff: outcome of the 2026 legislative session
- Florida Condo & HOA Law Blog: July 2026 update (HB 797)