

Instrument Prepared by:
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7805 S.W. 6th Court
Plantation, FL 33324

CERTIFICATE OF AMENDMENTS
TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS,
EASEMENTS AND OTHER CHARGES AFFECTING
PALM BEACH ISLES PLAT NO. 1
AND
BY-LAWS OF PALM BEACH ISLES PROERPTY OWNERS ASSOCIATION, INC.

THESE AMENDMENTS are made this ____ day of May, 2024, by PALM BEACH ISLES PROPERTY OWNERS ASSOCIATION, INC. (the "Association"), whose mailing address is 1281 N. Ocean Dr., PMB 138, West Palm Beach, FL 33404, which hereby certifies as follows:

1. This Certificate of Amendments to the Declaration of Protective Covenants, Restrictions, Reservations, Easements and Other Charges Affecting Palm Beach Isles Plat No. 1 and to By-Laws of Palm Beach Isles Property Owners Association, Inc. concerns the following real property, legally described as follows:

**LOTS 1 THROUGH 61 INCLUSIVE, PALM BEACH ISLES PLAT NO. 1,
ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF
THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH
COUNTY, FLORIDA, IN PLAT BOOK 25 AT PAGE 104.**

2. The Declaration of Protective Covenants, Restrictions, Reservations, Easements and Other Charges Affecting PALM BEACH ISLES PLAT NO. 1, Riviera Beach, Florida, Section 22 and 23, Township 42 South, Range 43 East, Palm Beach County, Florida, as originally recorded in Official Records Book 160, at Page 85 *et seq.*, of the Public Records of Palm Beach County, Florida Statutes was revived in accordance with the provisions of Chapter 720, Part III, of the Florida Statutes. This Declaration shall be identified and referred to herein as the "Revived Declaration."
3. The Certificate of Revived Declaration of Protective Covenants, Restrictions, Easements and Other Charges, and Other Governing Documents, for PALM BEACH ISLES PLAT NO. 1 (the "Certificate") was recorded in Official Records Book 29301 at Page 1535 *et seq.*, of the Public Records of Palm Beach County, Florida., evidencing the effectiveness of the revitalization and compliance with all of the requirements of law for said revitalization.
4. The Revived Declaration was recorded in the Public Records of Palm Beach County, Florida as Exhibit 1 to the Certificate.
5. A majority of the parcel owners in PALM BEACH ISLES PLAT NO. 1, agreed in writing to

the Revived Declaration in accordance with the requirements of Section 720.405(6), Florida Statutes.

6. A majority of parcel owners in PALM BEACH ISLES PLAT NO. 1, also agreed in writing, which consent was sufficient for property adoption, that once the Revived Declaration was revived by law, the provisions of the following documents would be ratified and readopted:
 - a. **The Amendment to the Palm Beach Isles Plat #1 of the Declaration of Protective Covenants**, recorded in Official Records Book 20262 at Page 0895 *et seq.*, of the Public Records of Palm Beach County, Florida.
 - b. **The Corrective Scriveners Error for Palm Beach Isle Declaration Amendments**, recorded in Official Records Book 22673 at Page 1782-1783, of the Public Records of Palm Beach County, Florida.
7. Thereafter, PALM BEACH ISLES PLAT NO. 1 executed a Certificate of Ratification and Re-Adopting of Amendment to Revived Declaration of Protective Covenants, Restrictions, Reservations, Easements and Other Charges Affecting Palm Beach Isles Plat No. 1, recorded in Official Records Book 29580 at Page 0728, of the Public Records of Palm Beach County, Florida (the "Ratified and Re-Adopted Declaration for Plat No. 1").
8. Whereas, on May 7, 2024, the Association convened a meeting of the membership for the purpose of proposing and voting upon proposed amendments to the Ratified and Re-Adopted Declaration for Plat No. 1, as well as the By-Laws of Palm Beach Isles Property Owners Association, Inc. (the "Meeting")
9. At this Meeting, amendments to the Ratified and Re-Adopted Declaration for Plat No. 1 were approved by the membership in accordance with the terms thereof and applicable law. Accordingly, the undersigned hereby certifies that the amendments to the Declaration attached hereto as **Exhibit "A"**, **Exhibit B** and **Exhibit "C"** have been approved.
10. At this Meeting, amendments to the By-Laws of Palm Beach Isles Property Owners Association, Inc. were approved by the membership in accordance with the terms thereof and applicable law. Accordingly, the undersigned hereby certifies that the wholly amended version of the By-Laws attached hereto as **Exhibit "D"** has been approved.

NOW, THEREFORE, the undersigned hereby certifies that the amendments attached hereto as **Exhibit "A"**, **Exhibit B**, **Exhibit "C"** and **Exhibit "D"** are a true and correct copy of the amendments, as approved by the membership at its duly noticed Meeting of May 7, 2022: and

[CONTINUE ONTO FOLLOWING PAGE]

IN WITNESS WHEREOF, we have affixed our hands this ____ day of May, 2024, at Palm Beach County, Florida.

WITNESSES:

By: _____
George Williamson, President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was sworn to (or affirmed) and subscribed before me, **by means of () physical presence or () online notarization**, this ____ day of May, 2024 by George Williamson, President of the Palm Beach Isles Property Owners Association, Inc. who is either () known to me or () produced _____ as identification.

NOTARY PUBLIC, State of Florida

My commission expires:

Printed name _____

WITNESSES:

By: _____
Leticia Gnazzo, Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was sworn to (or affirmed) and subscribed before me, **by means of () physical presence or () online notarization**, this ____ day of May, 2024 by Leticia Gnazzo, Secretary of the Palm Beach Isles Property Owners Association, Inc. who is either () known to me or () produced _____ as identification.

NOTARY PUBLIC, State of Florida

My commission expires:

Printed name _____

Additions are underlined
Deletions are ~~striktthrough~~

EXHIBIT "A"
Amendments to Declaration

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR
PALM BEACH ISLE PLAT #1 DECLARATION OF PROTECTIVE COVENANTS**

DECLARATION of Protective Covenants, Restrictions, Reservations, Easements and other Charges Affecting PALM BEACH ISLES PLAT NO. 1, Riviera Beach, Florida, in Sections 22 and 23, Township 42 South, Range 43 East, Palm Beach County, Florida.

THIS DECLARATION made by FRANK M. SMITH and THELMA F. SMITH, his wife, MARTIN SLIFKA and MILDRED SLIFKA, his wife, MORRIS BROWN and PEARL BROWN, his wife, and JOSEPH SLIFKA and SYLVIA SLIFKA, his wife, hereinafter referred to as Declarants.

WITNESSETH THAT, WHEREAS, Declarants are the owners of real property described as Lots 1 through 61 inclusive, Palm Beach Isles Plat No. 1, an Addition to the Town of Riviera Beach, Florida, recorded in the Office of the Clerk of the Circuit Court in Plat Book 25, page 104, and are desirous of subjecting the real property above described to the protective covenants, restrictions, reservations, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property, and each and every part thereof, and shall apply to and bind the present and future owners of said property, or any part thereof, and their and each of their heirs, successors and assigns, and

NOW, THEREFORE, FRANK M. SMITH and THELMA F. SMITH, his wife, MARTIN SLIFKA and MILDRED SLIFKA, his wife, MORRIS BROWN and PEARL BROWN, his wife, and JOSEPH SLIFKA and SYLVIA SLIFKA, his wife, hereby declare that the real property described herein is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, easements and charges hereinafter set forth.

PARAGRAPH I
Property Subject to this Declaration and Definitions

A. The Property: The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, easements and charges with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration is located in the County of Palm Beach, State of Florida, and more particularly described as follows:

Lots 1 through 61 inclusive, PALM BEACH ISLES PLAT NO. 1 according to the plat thereof on file in the office of the Clerk of the Circuit Court in

and for Palm Beach County, Florida, in Plat Book 25, page 104.

~~It is the purpose of this amendment to consolidate the Declarations of Protective Covenants and Restrictions for Palm Beach Isles Plats 1, 2, 3 and Pine Point into one uniform Declaration under the Palm Beach Isles Homeowners Association Inc. These Declarations have always been active and have governed the Palm Beach Isles Community since its inception.~~

This Amended and Restated Declaration shall further confirm that Palm Beach Isles Plats 1, 2 and 3 shall operate pursuant to one uniform Declaration (albeit with limited distinctions for setback requirements per Paragraph V(4) herein).

It is further declared that with these amendments this Declaration will be governed by the provisions of Chapter 720 Florida Statutes, as such statute may be amended or renumbered from time to time Homeowners' Associations. Palm Beach Isles has operated as an ongoing Homeowners Association since its inception and this amendment is **not needed** to revitalize the Community under Section 720.401 Florida Statutes (2004).

B. Definitions:

1. Declaration - shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.

2. Association - shall mean and refer to Palm Beach Isle Property Owners ~~Isles Homeowners~~ Association, Inc. (hereinafter the "Association") its successors and assigns. The Association shall have such powers as directed herein and pursuant to Section 720.303 Florida Statutes. The Board of Directors of the Association shall be elected by the membership pursuant to the Bylaws and Section 720.306, Florida Statutes.

3. Common Property Area - shall mean and refer to those areas of land and personal property, along with improvements thereto, owned by the Association, which are intended to be devoted to the common use and enjoyment of the members of the Association.

4. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any one lot pursuant to the recorded plats 1, 2, and 3 ~~and Pine Point~~ of Palm Beach Isles, but excluding those having such interest

merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

5. Rules and Regulations - shall be the rules and regulations and policies as may be amended by the Board of Directors of the Association from time to time.

6. Bylaws - shall mean the Bylaws of the Association as amended from time to time.

7. Articles - shall mean the Articles of Incorporation of the Association as amended from time to time.

PARAGRAPH II General Purposes of Covenants

The real property described as Lots 1 through 61 inclusive, Palm Beach Isles Plat No. 1 herein is subjected to the covenants, restrictions, reservations, easements and charges hereby declared to insure the best use and most appropriate development and improvement of each lot or plot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper set-backs from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

PARAGRAPH III Time of Restrictions and Amendments

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them ~~until January 1, 1972, at which time said covenants, shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.~~ This Declaration may be amended by resolution of the Board of Directors of the Association when a majority of all Owners and Members of the Association in Plats

1, 2, and 3 ~~and Pine Point~~ approve same at a duly called membership meeting.

PARAGRAPH IV Enforcement

In the event any Owner, their tenants or guests in Plats 1, 2, or 3 ~~or Pine Point~~ shall violate or attempt to violate any of the covenants herein, then the Association may, but shall not be required to, mediate, arbitrate, or take steps in Court of proper jurisdiction, either at law or in equity, against the person or persons, firms or corporations violating or attempting to violate any such covenants, and either to prevent him, them or it from violating such covenants, or to recover damages for any violations. In the event legal proceedings are instituted, attorneys fees and costs will be taxed in favor of the prevailing party or parties.

In the event any proceeding at law shall invalidate any covenant herein contained, this shall in no way affect any of the other covenants which shall remain in full force and effect. Enforcement and dispute resolution shall be governed by ~~Sections 720.305 and 720.311~~ Florida Statutes.

PARAGRAPH V Protective Covenants, Restrictions, Reservations and Easements

1. All lots in the subdivision of Palm Beach Isles Plat No. 1, 2, and 3 ~~and Pine Point~~ shall be used exclusively for the construction of single, private dwellings for the use of one family. No dwelling shall exceed two stories and no dwelling shall be located on more than one lot.

2. All public utilities shall be transported from the lot line to the house or other structure by underground connection.

3. The main walls of any private dwelling house shall enclose not less than 2000 square feet of ground area inclusive of garage. The house must be constructed on a single residential lot.

4. In Plat 1, the main building shall not be located nearer than 25 feet from the property line of Bimini Lane and/or State Road 703 (commonly known as North Ocean Drive) nor nearer than 10 feet to any side lot line. The main building located on lots 1 through 28 shall not be located nearer than 15 feet from the south line of said subdivision. The main building located on lots 28 through 61 shall not be located nearer than 20 feet from the waters of Lake Worth or the canal.

5. No detached garages ~~or other~~ outbuildings or structures shall be allowed ~~in the subdivision~~ unless approved in writing by the Architectural Review Committee (ARC) ~~committee hereinafter provided for.~~

6. All owners shall be responsible for the repair and maintenance of their respective lot and all structures and improvements thereon, and shall keep the same in good, clean, attractive, painted, and sanitary condition, order and repair. The Rules Committee, for the purpose of levying fines or suspensions pursuant to Section 720.305, Florida Statutes, shall determine when an owner has failed to meet this covenant as provided in Paragraph VI.

7. No nuisance or offensive action shall at any time be permitted and no rental type of rooming houses shall be allowed in the subdivision of Palm Beach Isles Plat No. 1, 2, and 3 ~~and Pine Point~~.

8. Public Utility easements as set forth on Plats No. 1, 2, and 3 ~~plat 1, 2, 3 and Pine Point~~ shall at all times be maintained for the installation of and maintenance of public utilities available to the owners of the lots in said subdivision.

9. In Plat No. 1, any riparian rights appertaining to lots 28, 29, and 30 shall be restricted solely for the erection, construction and maintenance of docks, piers and pilings, subject however to the approval of the ARCC ~~committee~~ as hereinafter referred to and said riparian rights obtained shall be used only for and solely as submerged property and never, at any time, in the future be filled in any way whatsoever.

10. All lots facing the canal shall be restricted to the erection of a private dock which shall not extend in the canal for more than a distance of 8 feet overall. All docks and extensions thereto shall meet all codes and restrictions.

11. All real estate signs in Plats No. 1, 2, and 3 ~~Plats No. 1, 2, 3 and Pine Point~~ must conform to this regulation. Signs shall be subject to the following conditions and restrictions:

(a) ~~Real estate signs~~ Signs shall include the name of the persons affecting the sale or rental and the telephone number of the owner or realtor/business.

(b) The face surface of ~~such~~ all signs shall not be larger than 40 square inches.

(c) The supporting member shall be installed into the ground to provide that the top of the face of such sign shall not be more than four (4) feet above the finished grade of the ground.

(d) All ~~such~~ signs shall not be required to be submitted to the committee for approval and no permit shall be required for the installation or erection

such signs. Color of signs shall not be restricted.

(e) Only one (1) ~~such~~ sign shall be permitted in front of any one premises. Where the property abuts a waterway, one (1) additional sign shall be permitted at the rear of the property.

(f) Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and back of the sign.

(g) All signs shall be erected on a temporary basis.

(h) Any ~~real-estate~~ sign shall be removed within five (5) days from the date of closing or immediately upon the removal of the property from the market, whichever occurs first.

(i) Any homeowner notified of having a sign not conforming to the provisions of this regulation must remove it immediately upon receipt of notification. There ~~will~~ may be a fine ~~fifty (\$50) dollar per day penalty~~ assessed for each day the sign remains after notification up to the maximum amount of \$100 per day, or as otherwise may be permitted by Florida law.

12. Other Restrictions, Rules, and Regulations.

The following set of restrictions and regulations shall be adhered to by each homeowner, lessee, their ~~house~~ guests, or visitors:

(a) No owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

(b) All pets shall be kept in compliance with the codes of the city, county, and state.

(c) The owner of each pet shall be required to clean up after their pet in order to properly maintain lots and the Common Property~~common area~~.

(d) There shall be no assembling or disassembling of motor vehicles in the front yard except for ordinary maintenance, e.g., ~~as~~ the changing of a tire, battery, etc.

(e) No commercial trucks, campers, boats ~~and~~ or trailers may be parked in the front driveway or front yard of property for a period of more than seventy-two (72) hours.

(f) All owners shall comply with the City of Riviera Beach residential codes and regulations.

PARAGRAPH VI
Architectural Review Committee (ARC)

No house, building or structure, including docks, piers, and sea walls or any additions or alterations thereto of any kind or description, shall be started, erected, or maintained on any portion of Palm Beach Isles Plats No. 1, 2 and 3 ~~Plat No. 1, 2, 3 and Pine Point~~ without first submitting complete plans and specifications thereof to the ARC ~~a committee~~ appointed by the Board of Directors of the Association.

The ~~committee~~ ARC above referred to shall have the following rights and powers:

1. To refuse to approve such plans and specifications which are not in compliance with these covenants or city and county codes.
2. The right to restrict and regulate the use of signs, walls, fences, and hedges.
3. To prohibit the use of asphalt shingle roofs or other materials in any future construction subject to the review of the ARC ~~committee~~.

In the event any lot owner is dissatisfied with and objects to a ruling of the ARC ~~committee~~ provided herein, any action of the committee may be reviewed, modified, changed or amended provided the following procedure is followed:

1. Any owner of property in the subdivision may, within fifteen (15) days of the ~~committee~~ ARC's report amending or denying the application or plans and specifications, may request in writing a review thereof.
2. Within ten (10) days thereafter the architect or the representative of the lot owner and the ARC ~~committee~~ or its representative shall meet for the purpose of attempting to resolve any dispute.
3. In the event the owner of the lot and the ARC ~~committee~~ fails to resolve the dispute, the lot owner may request the appointment of an arbitration board consisting of one individual selected by the owner, one individual selected by the ARC ~~committee~~ and a third individual selected by the two individuals so selected to consider the dispute(s) between the parties involved and a majority of opinion of said arbitration board shall be final and binding upon all parties concerned.

PARAGRAPH VII

Membership and Voting Rights

1. Members. Every person or entity who is presently a record owner of a fee or undivided fee interest in any lot and/or home which is subject to Plats No. 1, 2 and 3 ~~Plats 1, 2, 3, or Pine Point~~ shall be a mandatory member of the Association. Each new owner shall automatically become a member of the Association by virtue of acceptance of the deed of conveyance to his dwelling or lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Members shall herein be referred to as "Owners" or "lot owners".

2. Voting Rights. As a member of the Association said owner shall be governed by the Articles of Incorporation and the Bylaws of the Association and as a member shall be entitled to one (1) vote for each lot or dwelling owned. All membership voting shall be pursuant to ~~Section 720.308~~ Florida Statutes, as applicable.

PARAGRAPH VIII Common Area Property

1. Obligations of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive maintenance management and control of the Common Property Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. ~~The Association shall, at its expense, maintain or cause to be maintained, all areas titled to the Association or under the Association's management.~~

2. Members' Easement of Enjoyment. Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the Common Property Area which shall be appurtenant to and shall pass with the title to every lot, and every member shall have a right of enjoyment in the Common Property Area.

3. Drainage or Destruction of Common Property Area by Owner. In the event any Common Property common area, including but not limited to beach access walkways, entrance landscaping, lighting and walls, is damaged or destroyed by an owner or any of his their guests, tenants, licensees, agents or member of his their family, such owner does hereby authorize the Association to repair said damaged Common Property area; the Association shall repair said damaged Common Property area in a good workmanlike manner in conformance with the original plans and

specifications of the Common Property area involved, or as the Common Property area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the lot of said owner. In the event the assessment is not paid, a lien will be imposed on said owner's lot as provided herein.

PARAGRAPH IX
Covenants for Maintenance Fees and Assessments

1. Creation of Lien and Personal Obligation of Maintenance Fees, ~~and, and~~ Special Assessments. Each owner of any lot, whether or not it shall be so expressed in their his deed, is deemed to covenant and agree to pay the Association the following: (1) annual maintenance fees or charges, and (2) special assessment (if needed), all as provided in the Bylaws. All such maintenance fees, and special assessments together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the owner's lot and shall be a continuing lien upon the owner's lot against which each such maintenance fee or assessment is made. Each such maintenance fee, or special ~~or~~ assessment, together with interest thereon, attorneys fees and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

2. Maintenance Fee.

(a) Purpose. The maintenance fee levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the subdivision community and for the improvement, maintenance and operation of the Common Property ~~common~~ area and facilities.

(b) Basis. Each lot shall be assessed at an equal rate pursuant to ~~Section 720.308,~~ Florida Statutes, as applicable.

(c) Method. The Association Board of Directors shall fix the annual maintenance fee upon the basis provided in the Bylaws, provided, however, that the annual maintenance fees shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such maintenance fees shall become due. The Board shall provide for collection of maintenance fees annually.

3. Special Assessment. In addition to the annual maintenance fees authorized above, the Association may levy in any year a special assessment applicable to that year for the purpose of defraying, in whole or in part, any proper cost or expenditure of the Association.

4. First Date of Commencement of Annual Maintenance Fees. The annual maintenance fees provided for herein shall first commence on the recording of this document in the Public Records of Palm Beach County.

5. Effect of Nonpayment of Maintenance Fees, or Special Assessments: Remedies of the Association. Any maintenance fee, and/or special assessment not paid within ~~thirty (30)~~ ninety (90) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than allowed by law charged on an open account to be set by the Board for each maintenance fee and assessment period. The Association may issue a fine and/or bring an action at law or equity against the owner personally obligated to pay the same or foreclose the lien against ~~his~~ their lot and to further assess the owner for the Association's attorneys fees and costs incident to said action. No owner may waive or otherwise escape liability for the maintenance fees and assessments provided for herein by non-use of the ~~common area~~ Common Property or abandonment of ~~his~~ their lot.

6. Subordination of the Lien to Mortgages. The lien of the maintenance fees or special assessments provided for herein shall be subordinate to the lien of any mortgage.

7. Exempt Property. The following property subject to this Declaration shall be exempted from the maintenance fees, or and special assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all Common Property ~~common areas~~; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said maintenance fees, or special assessments, charges, or liens.

8. Annual Budget. The Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and Bylaws will be met. All budget and financial reporting shall be pursuant to ~~Sections 720.303 and 720.3086~~ Florida Statutes, as applicable.

9. Limitations on Maintenance Fees, and Assessment Increases. If the Board of Directors proposes a new budget or a maintenance fee or special assessment which exceeds the previous year's budget by more than 15%, then said new budget or maintenance fee or special assessment shall not become effective until approved by not less than 51% of members voting in person and/or by proxy at a duly noticed membership meeting at which a quorum is present. Increases in the amount of

Maintenance Fees may not be done more frequently than one every three (3) years without a vote of a majority of the membership present at a meeting at which a quorum has been obtained.

PARAGRAPH X
Rules of Construction and Severability

The restrictive covenants contained herein shall, where construction and interpretation is necessary, be construed in consonance and harmony with the applicable statutes, ordinances and regulations of the state, county, or municipal body in which the property shall now lie or subsequently lie, and shall be deemed supplemental to and not in derogation of similar provisions in regulatory statutes, ordinances and regulations.

Each paragraph, sentence and phrase of these restrictions shall be deemed severable in the event of the invalidation of any portion hereof in any court of competent jurisdiction, the remainder of the same shall not be considered as null and void but shall remain in full force and effect.

Additions are underlined
Deletions are ~~strikethrough~~

EXHIBIT "B"
Amendment to Declaration for Plat No. 1

[NEW PROPOSED SUBSECTION 13 UNDER PARAGRAPH V]

13. All properties in Palm Beach Isles Plat No. 1, 2 and 3 may not be rented or leased during the first twenty-four (24) months after a change in ownership that occurs after the effective date of this Paragraph V(13).

Additions are underlined
Deletions are ~~strikethrough~~

EXHIBIT "C"
Amendment to Declaration for Plat No. 1

[NEW PROPOSED SUBSECTION 14 UNDER PARAGRAPH V]

14. All properties in Palm Beach Isles Plat No. 1, 2 and 3 may not be rented or leased for more than three (3) times in any one (1) calendar year after a

change in ownership.

**EXHIBIT “D”
Amendment to By-Laws**

*[SUBSTANTIAL REWORDING. SEE ORIGINAL DOCUMENTS FOR PRIOR EXISTING
TEXT]*

**BYLAWS
OF
PALM BEACH ISLES PROPERTY OWNERS ASSOCIATION,
INC.
(A Not-for-Profit Corporation)**

ARTICLE I - NAME AND LOCATION

The name of the corporation is PALM BEACH ISLES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the “Association”), and its initial office for the transaction of its affairs shall be 1281 North Ocean Drive, PMB 138, Riviera Beach, Florida 33404. Meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the “Board”).

ARTICLE II - DEFINITIONS

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Protective Covenants, Restrictions, Reservations, Easements and other Charges Affecting Plats 1, 2 & 3, as they may be amended from time to time (collectively, the "Declaration").

ARTICLE III – MEETINGS OF MEMBERS

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Palm Beach County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the members of the Association shall be held in the first quarter of each calendar year. Notice of the meeting, which shall include an agenda, shall be hand-delivered, sent by first class mail to each member in the membership listing of the Association at the address shown therein ("Member of Record"), or sent via email where permitted by Florida law, at least fourteen (14) and no more than sixty (60) days prior thereto. The Association shall obtain and retain a written receipt of delivery or the post office certificate of mailing as proof that the notice was delivered or mailed or, alternatively, the person providing the notice shall prepare and sign an affidavit establishing compliance with this section and file the affidavit with the official records of the Association.

Section 3. **Special Meetings.** Special meetings of the members, for any purpose or purposes, whether specifically required by these Bylaws, the Articles of Incorporation or the Declaration may be called by a majority of the Board, or upon written request of one-fourth (1/4) of all the members who are entitled to vote, as defined in the Articles of Incorporation.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Except as otherwise provided herein, notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than thirty (30) nor more than sixty (60) days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by email where permitted by Florida law, or by hand to the members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed or, alternatively, the person providing the notice shall prepare and sign an affidavit establishing compliance with this section and file the affidavit with the official records of the Association.

Section 5. **Quorum.** A quorum of the members is 30% of the voting members across Plats 1, 2 & 3 entitled to vote (aggregated as one total sum across all such Plats).

Proxies may be used to establish a quorum except as otherwise provided in the Declaration or By-Laws.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the members present in person, until a quorum is present.

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action without a Meeting.** Action that can be taken at an annual or special meeting of members may be taken without a meeting, and without prior notice, to the extent that may be permitted pursuant to Chapter 617 and 720 of Florida Statutes, including but not limited to, Section 617.0701, Florida Statutes.

ARTICLE IV - DIRECTORS

Section 1. **Board of Directors.** The affairs of the Association shall be managed by a Board of at least five (5) but not more than seventeen (17) directors.

Section 2. **Election of Directors.**

- (a) Election of directors shall be held at the annual members' meeting.
- (b) The election of the directors shall be by a plurality vote of those present and by proxy. Each property is allocated one vote. There shall be no cumulative voting.
- (c) Except as to vacancies provided by removal of directors by members, all vacancies in the Board occurring between annual meetings of members, shall be filled by the vote of a majority of the remaining directors.
- (d) Any directors elected may be removed by a majority vote of the members of the

Association at a special meeting of the members called for that purpose. The vacancy in the Board so created shall be filled by the members of the Association at the same meeting.

Section 3. **Term of Office.** The term of each director's service shall be one year and until his successor is duly elected and qualified or until s/he is removed in the manner provided elsewhere herein.

Section 4. **Meetings of the Board.** A meeting of the Board occurs when a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members except for meetings between the Board and its attorney where the contents of the discussion are governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the community or emailed (where permitted by law and with any individualized opt-in by each member where required by applicable law) to members at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community or emailed to every member, notice of each Board meeting must be mailed, or hand delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless notice of the meeting is provided to all members at least fourteen (14) days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Rules that regulate the use of parcels in the community may not be adopted, amended, or revoked at a board meeting unless a notice of the meeting is provided to all members at least fourteen (14) days before the meeting, which notice includes a statement that changes to the rules regarding the use of parcels will be considered at the meeting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This section also applies to the meetings of any committee or other similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property in the community owned by a member of the Association.

Section 5. **Special Meetings.** Special meetings of the directors may be called by the president or must be called by the secretary at the request of two thirds (2/3) of the directors. Notice of special meetings shall be consistent with Section 4 above.

Section 6. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 7. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors present at a meeting, shall constitute the acts of the Board except when approval by a greater number of directors is required by the Articles of Incorporation, or the laws of the State of Florida.

Section 8. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 10. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 11. **Compensation.** No director shall receive compensation for any service s/he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 12. **Committees.** The Board may from time to time appoint such committees and delegates such duties and powers thereto as it may deem advisable.

Section 13. **Attendance by Telephone or Video Conference.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of telephone, video conference, or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 14. **Action without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 15. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act (currently Chapter 617) and Homeowners' Association Act (currently Chapter 720), including, but not limited to, the power to:

- (a) adopt and promulgate rules and regulations governing or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each member in

person, mailed or emailed to each such member at the address on the records of the Association);

- (b) levy fines and suspensions in accordance with Article VIII herein;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Declaration including the establishment of the assessments provided for in the Declaration.
- (d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties; and
- (e) accept such other functions or duties with respect to, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board.

Section 16. **Duties.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 1/4 of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the assessment against each Lot;
 - (2) exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

(3) take appropriate and timely action against members whose assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate officer and director liability insurance;

(f) cause the Common Areas and other property of the Association as set forth in the Declaration to be maintained;

(g) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(h) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act or Florida's Homeowners' Association Act.

Notwithstanding any provision hereinabove to the contrary, any power that the Board is permitted or authorized to take pursuant to the provisions of the Declaration, the Articles or these Bylaws shall not be exercised without a vote of the Board as required by the Declaration, the Articles or these Bylaws, and if no voting requirements are specifically described, the stated power can be exercised upon a vote of a majority of the members of the Board.

ARTICLE V - OFFICERS

Section 1. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer, who shall be a director, a secretary, who shall be a director and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. All Officers must be Lot owners. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board.

Section 2. **President.** The president shall be the chief executive officer of the Association. S/He shall have all the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as s/he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 3. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. S/He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 4. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and members. S/He shall attend to the giving and serving of all notices and communications to the members and directors and others that are required by law. S/He shall ensure the records of the Association including the membership book are maintained, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board or the President. Any board member shall perform the duties of the secretary when the secretary is absent.

Section 5. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities, and evidence of indebtedness. S/He shall keep the books of the Association in accordance with good accounting practices, and s/he shall perform all other duties usually incident to the office of treasurer.

Section 6. **Term.** The officers of this Association shall be elected annually by the Board, and each shall hold office for one year unless the officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 7. **Resignation and Removal.** The Board may remove any officer from an officer position with or without cause and fill such vacancy so created. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer s/he replaces.

Section 9. **Multiple Offices.** The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices.

Section 10. **Compensation.** No officer shall receive any compensation by reason of their office; however, this provision shall not preclude a person who is also an officer to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than as an officer.

ARTICLE VI - FISCAL MANAGEMENT

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Association in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, or agent(s), as the Board may authorize by majority vote.

Section 3. **Budget.** The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual members' meeting next preceding the fiscal year for which the budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each member is obligated to pay to the Association certain assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, or such other rate as may be, from time to time, established by the Board. Such delinquency shall also permit the Association to charge a late fee up to the maximum amount permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein.

Section 5. **Special Assessments.** As contemplated by the Declaration, special assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board of Directors. Such special assessments shall be adopted and levied upon approval of: (a) a majority of the Board of Directors at a duly noticed meeting of the Board; and (b) a majority of the votes cast by the majority of the aggregate number of members across Plats 1, 2 and 3 that are present at a special meeting called for that purpose where a quorum of the members are present.

Section 6. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the members within ninety (90) days following the end of the fiscal year.

ARTICLE VII – AMENDMENTS

Section 1. These Bylaws may be altered, amended, or rescinded by the affirmative vote of two-thirds (2/3) of the Board, and after notice to the members, by the majority vote of members present at any regular or special meeting of the membership.

Notwithstanding anything herein to the contrary, no amendment to the Bylaws shall be valid which:

- (a) makes any material change to these Bylaws without the prior written approval of sixty-seven (67%) of the total allocated votes of the members. For purposes of this Article, a “material change” to these Bylaws shall be deemed any change concerning:
 - (1) voting rights;
 - (2) rights to use of the Common Area or Common Property;
 - (3) responsibility for maintenance and repair of the Common Property;
 - (4) boundaries of any Lot;
 - (5) convertibility of Lots into Common Area, Common Property or of Common Area into Lots;
 - (6) leasing of Lots;
 - (7) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot; or
 - (8) the expansion or contraction of the Community, or the addition, annexation, or withdrawal of property to or from the Community.

ARTICLE VIII - FINES AND SUSPENSIONS

The Association shall have the power to suspend, and to levy reasonable fines to the maximum extent permitted by Florida law (presently \$100 per violation) , and pursuant to the procedures set forth in F.S. 720.305, and as otherwise permitted pursuant to Chapter 720 of Florida Statutes, as amended from time to time: per occurrence or the maximum amount allowed under applicable law for activities which violate the provisions of the Declaration, these Bylaws or any rules and regulations duly promulgated by the Association. Paragraph 9 of the Declaration), and the failure to pay such Special Assessment shall permit the

Association to proceed towards foreclosing the lien of such Special Assessment.

ARTICLE IX - MISCELLANEOUS

Section 1. The fiscal year of the Association shall be February 1st to January 31st or as designated by the Board.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.