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**AMENDMENT TO THE BYLAWS OF  
WELLINGTON EDGE PROPERTY ASSOCIATION, INC.**

The Protective Covenants and Restrictions for Wellington's Edge has been recorded in the public records of Palm Beach County, at Official Records Book 6074, Page 1459 (the "Declaration").

**W I T N E S S E T H**

WHEREAS, the Articles of Incorporation for Wellington Edge Property Association, Inc. (the "Articles") provide in Article IX that the Bylaws may be amended by a majority vote of the Board of Directors; and

NOW, THEREFORE, Wellington Edge Property Association, Inc., through its Board of Directors hereby amends the Bylaws as stated in the following pages. The amendments are extensive and are a substantial rewording of the Bylaws, see the Bylaws recorded with the Declaration for original text.

**AMENDED BY-LAWS OF  
WELLINGTON EDGE PROPERTY ASSOCIATION, INC.**

Dated December 2016

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**AMENDED BY-LAWS**  
-of-  
**WELLINGTON EDGE PROPERTY ASSOCIATION, INC.**

**ARTICLE 1**  
**GENERAL**

**Section 1.01** Principal Office. The principal office of the Association shall be at 10851 W. Forest Hill Boulevard, Wellington Florida 33414, or at such other place as may be designated by the Board of Directors.

**Section 1.02** Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws", the Articles of Incorporation of the Association as "Articles", and the Declaration of Protective Covenants and Restrictions for Wellington's Edge as the "Declaration". The other terms used in these bylaws shall have the same definitions and meaning as those set forth in F.S. Chapter 720, unless provided to the contrary in these By-laws, or unless the context otherwise requires

**ARTICLE 2**  
**MEETINGS OF MEMBERS AND VOTING**

**Section 2.01** Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

**Section 2.02** Special Meeting. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association and must be called by the President or Secretary on receipt of a written request from at least 33% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice for it.

**Section 2.03** Notice of Annual Meeting. Written notice of the annual meeting shall be mailed, delivered, or electronically transmitted to each Member at least fourteen (14) days and not more than sixty (60) days before the annual meeting. In addition to mailing, delivering, or

electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. 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 to each Member at the address last furnished to the Association. Members may waive notice of the annual meeting.

**Section 2.04** Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be mailed, delivered, or electronically transmitted to each Member not less than fourteen (14) nor more than sixty (60) days before the date of the meeting by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

**Section 2.05** Notice of Budget Meeting. The budget may be adopted by the Board of Directors. The Board of Directors shall mail a notice and a copy of the proposed annual budget to the Members not less than fourteen (14) days before the meeting at which the Board will consider the budget.

**Section 2.06** Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, thirty-five percent (35%) of the voting interests of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum. If a quorum is present, the vote of the majority of the Members who are present or represented at the meeting and entitled to vote on the subject matter shall be the act of the Membership unless otherwise provided by law or by the Declaration or Articles of Incorporation of the association.

**Section 2.07** Voting.

A. Number of Votes. In any meeting of members, each Parcel shall have one voting interest. The vote of a Parcel is not divisible.

B. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Members for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

**Section 2.08** Membership--Designation of Voting Members. Persons or entities shall become Members of the Association on the acquisition of fee title to a Parcel in the Association after approval of the acquisition in the manner provided in the Declaration, if such

approval is required. Membership shall be terminated when a person or entity no longer owns a Parcel in the Association. If a Parcel is owned by more than one natural person, or a corporation, partnership or other artificial entity, then the voting interest of that Parcel shall be exercised only by such natural person as shall be named in a voting certificate (the "Voting Member") signed by all the natural persons who are owners or by the chief executive officer or other authorized natural person of the artificial entity and filed with the Secretary of the Association among its official records. All voting certificates shall be effective until a new voting certificate or written notice of cancellation of a voting certificate executed as required by this Section is delivered to the Association Secretary.

**Section 2.09** Proxies; Powers of Attorney. Voting interest may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and for any lawful adjournment of that meeting, but in no instance for more than ninety (90) days. A proxy may be revoked at any time at the pleasure of the Member executing it. The proxy shall be signed by the Voting Member, or the duly authorized attorney-in-fact of the Voting Member (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Voting Member, properly executed and granting such authority, may exercise the voting interest of that Parcel. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If no such provision is made, substitution is not authorized.

**Section 2.10** Waiver of Notice. Members may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at or after the meeting for which the waiver is given.

**Section 2.11** Minutes of Meetings. The minutes of all meetings of Members shall be kept in a book open to inspection by any Association member with the authorized representative of such member, and Board Members at all reasonable times. The minutes shall be retained by the Association for a period of not less than seven (7) years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

**Section 2.12** Order of Business. The order of business at Annual meetings and other meetings of the Owners, as far as practical, shall be:

- A. Call to order
- B. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside

- C. Calling of the roll, certifying of proxies, determination of a quorum
- D. Proof of Notice of meeting or waiver of notice
- E. Reading and disposal of any unapproved minutes
- F. Reports of officers
- G. Reports of committees
- H. Appointment of inspectors of election
- I. Determination of number of Directors
- J. Election of Directors
- K. Unfinished business
- L. New business
- M. Adjournment

### **ARTICLE 3**

#### **DIRECTORS**

**Section 3.01** Number and Qualifications. The number of Directors which shall constitute the Association's Board of Directors shall be a minimum of five (5). The board may increase this number from time to time in accordance with the Non-Profit Corporation Act. All Directors shall be Voting Members.

**Section 3.02** Election of Directors. Directors shall be elected at the annual meeting of the Members by written ballot of a plurality of voting interests. Each Member shall be entitled to cast votes for each of a many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not more than ninety (90) days before the annual meeting of the members, a nominating committee of no less than five (5) members shall be appointed by the Board of Directors and the committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled.

If there is no quorum present to establish a Membership meeting, then those directors who are currently serving but have expiring terms shall be deemed to be appointed for one additional year.

**Section 3.03** Term. The term of each duly elected Director's service shall be for a two (2) year period commencing at the Director's election at the annual meeting of the Members until the Director's successor is duly elected and qualified or unless removed as provided by these by-laws. In the event that all Directors are elected in the same year, the three (3) Directors receiving the highest number of votes shall receive two (2) terms, with the remaining Directors receiving one year terms.

**Section 3.04** Vacancies. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. The remaining Directors shall choose a successor or successors who shall hold office for the unexpired term of the vacated office. In the event that a majority of the remaining Board is removed, then an election must be held pursuant to the election procedures contained in these by-laws.

**Section 3.05** Removal. Any Director may be recalled and removed from office with or without cause by the agreement in writing of a majority of all voting interests of the Association.

**Section 3.06** Disqualification and Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any Board member elected by the Members who is absent from more than three (3) consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board of Directors automatically, effective when accepted by the Board. A person serving as a board member who becomes more than 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his seat on the board.

**Section 3.07** Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice to the members of the Board of Directors. However, notice shall be given to the Owners as otherwise required by these Bylaws.

**Section 3.08** Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, delivery, electronic transmission, or telephone at least three (3) days before the day named for the meeting. Notice of each meeting shall be posted conspicuously on the Association property at least 48 hours before the meeting, except in an emergency.

**Section 3.09** Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice President and must be called by the Secretary at the written request of one-third of the Directors. Notice of the meeting shall be given to each Director personally or by mail, delivery, electronic transmission, or telephone. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Association property at least 48 hours before the meeting, except in an emergency.

**Section 3.10** Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**Section 3.11** Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.

**Section 3.12** No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

**Section 3.13** Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting.

**Section 3.14** Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

**Section 3.15** Attendance by Electronic Communication. Board meetings can be held by teleconference, including Skype or other electronic communication systems, so long as all board members can hear each other and discuss and vote on matters at the same time. Board members utilizing such electronic communication systems may be counted toward obtaining a quorum and may vote using such technology.



**Section 3.16** Meetings Open to Members. Meetings of the Board of Directors shall be open to all Members to attend and observe. The Board of Directors may adopt written reasonable rules regarding the right of Owners to speak and governing the frequency, duration, and other manner of member statements, which rules may include a sign-up sheet for members wishing to speak. Notice of any meeting in which assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

**Section 3.17** Presiding Officer. The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and in his absence, the Directors present shall designate any one of their number to preside.

**Section 3.18** Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of such member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

**Section 3.19** Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

**Section 3.20** Order of Business for Board of Directors Meetings. The order of business at Board of Directors meetings, as far as practical, shall be:

- A. Calling of Roll
- B. Proof of Notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes
- D. Reports of officers and committees
- E. Election of Directors (if necessary)
- F. Unfinished business
- G. New business
- H. Adjournment

## ARTICLE 4

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval by Members when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

**Section 4.01** Maintenance, Management and Operation of the Association Property.

**Section 4.02** Contract, Sue or be Sued. After control of the Association is obtained by Members other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Members concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the Members have elected a majority of the members of the Board of Directors.

**Section 4.03** Make and Collect Assessments.

**Section 4.04** Lease, Maintain, Repair, and Replace the Common Area.

**Section 4.05** Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Parcel, as provided in the Declaration. It also has the power to purchase a Parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

**Section 4.06** Purchase Property. In addition to its right to purchase a Parcel at a lien foreclosure sale, the Association generally has the power to purchase a Parcel in the Association and to acquire, hold, lease, mortgage, and convey them.

**Section 4.07** Grant or Modify Easements. The Association, without the joinder of any Member, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

**Section 4.08** Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association.

**Section 4.09** Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships and other possessory or use interest in lands or facilities, whether contiguous to the Association property.

**Section 4.10** Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

**Section 4.11** Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common property, recreational facilities serving the Association, and Parcels located within the Association.

**Section 4.12** Maintain Official Records. The Association shall maintain all of the records, where applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

**Section 4.13** Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Association property.

**Section 4.14** Furnish Annual Financial Statements to Members.

**Section 4.15** Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Members, who shall have the right to intervene and defend.

**Section 4.16** Provide Certificate of Unpaid Assessment. Any Member or Parcel mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Association parcel.

**Section 4.17** Take All Actions Necessary to Comply with Applicable Law.

**Section 4.18** Approve or Disapprove Property Transfer and Impose Fee. If approval is required by the Declaration, the Association may charge a preset fee of up to \$200 in connection with the approval or disapproval of any proposed lease, sublease, sale or other transfer of a Parcel in the Association.

**Section 4.19** Contract for Operation, Maintenance, and Management of the Association.

**Section 4.20** Pay Taxes or Assessments against the Common Area or Association Property.

**Section 4.21** Pay Costs of Utilities Service Rendered to the Association and Association Property and Not Billed Directly to Individual Members.

**Section 4.22** Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Association property and may retain those professional services that are required for those purposes.

**Section 4.23** Impose Fines. The Board of Directors may impose fines on Members in such reasonable sums as they may deem appropriate, not to exceed \$1000 for violations of the Declaration, these Bylaws or lawfully adopted rules and regulations, by Owners or their guests or tenants.

**Section 4.24** Suspend Approval for Delinquent Member. If approval is required by the Declaration, the Board of Directors may disapprove the prospective tenant of any Owner as long as he is delinquent in the payment of assessments.

**Section 4.25** Repair or Reconstruct Improvements After Casualties.

## ARTICLE 5

### OFFICERS

**Section 5.01** Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, Vice President, who shall be a Director, a Treasurer, a Secretary. The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. No person shall simultaneously hold more than one office, except that the offices of Secretary and Treasurer may be held by the same person. The Board of Directors from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

**Section 5.02** President. The President shall preside at all meetings of the Board, shall see that all resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

**Section 5.03** Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed the Directors.

**Section 5.04** Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

**Section 5.05** Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by the Board of Directors; shall sign all checks and promissory notes and instruments of the Association; keep proper books of account; and shall prepare an annual budget.

**Section 5.06** Assistance with Duties. The Board of Directors may retain the services of a community association manager to assist in the performance of any of the duties of the officers.

## ARTICLE 6

### FISCAL MANAGEMENT

**Section 6.01** Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association for each fiscal year to determine the amount of Assessments payable by the Members to meet the financial needs of the Association and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration and these by-laws. The budget may also include bulk cable television and bulk internet expenses and reserve accounts for capital expenditures, deferred maintenance and contingencies. The Board may, from time to time, amend its budget (subject to the limitations set forth below) so as to reflect actual receipts or outlays of the Association or changes in the projections thereof. Notwithstanding any other provisions of this Section, in the event that the total amount of Regular Assessments to be levied pursuant to a budget or amended budget will exceed one hundred fifteen percent (115%) of the Assessments levied in the prior fiscal year, then the budget providing for such Assessments shall be approved by a vote of one (1) more Director than a majority (e.g. if the number of Directors remains at five (5), it shall be approved by the vote of at least four (4) Directors. If the number of Directors is seven (7), it shall be approved by the vote of at least five (5) Directors). In computing the one hundred fifteen percent (115%), expenses related to bulk cable television, bulk internet service, and reserves shall be excluded.

**Section 6.02** Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- A. Administration of the Association

- B. Management fees
- C. Maintenance
- D. Rent for recreational and other commonly used facilities
- E. Taxes on Association property
- F. Taxes on leased areas
- G. Insurance
- H. Security provisions
- I. Other expenses
- J. Operating capital
- K. Reserve accounts for capital expenditures

**Section 6.03** Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Association is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The records shall include, but are not limited to:

- A. Accurate, itemized, and detailed records of all receipts and expenditures.
- B. A current account and a monthly, bi-monthly or quarterly statement of the account for each Parcel designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
- C. All audits, reviews, accounting statements and financial statements of the Association or Association.
- D. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Member a complete financial statement of actual receipts and expenditures for the previous 12 months.

**Section 6.04** Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

**Section 6.05** Annual Election of Income Reporting Method. The Board of Directors shall make a determination annually, based on competent advice, as to how it shall cause the Association's income to be reported to the Internal Revenue Service, according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

## ARTICLE 7

### ASSESSMENTS AND COLLECTION

**Section 7.01** Assessments, Generally. Assessments shall be made against the Parcel owners not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses previously incurred. The assessment funds shall be collected against Parcel owners in the proportions or percentages provided in the Declaration.

**Section 7.02** Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, which cannot be paid from the annual assessment for Common Expenses, as determined by the Board of Directors, shall be set forth in written notice of such assessment sent or delivered to each Member. The notice shall be sent or delivered within such time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in their circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Members. Upon completion of such specific purpose or purposes, however, any excess funds shall be considered Common Surplus. Approval of a special assessment shall be pursuant to the Declaration.

**Section 7.03** Charges for Other than Common Expenses. Charges by the Association against individual members for other than Common Expenses shall be payable in advance and the billing and collections thereof may be administered by the Association. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Association documents. These charges may include, without limitation, charges for the use of the Association property or recreation area, maintenance services furnished at the expense of a member.

**Section 7.04** Liability for Assessments. Each Member, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Member. The Member

and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the transfer of title. A first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, of a Parcel who obtains title to the Association parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or who obtains title as a result of a deed given in lieu of foreclosure, shall be liable for the lesser of the Parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or one percent of the original mortgage debt. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all the Members, including such acquirer and his successors and assigns. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Parcel for which the assessments are made.

**Section 7.05** Assessments, Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

**Section 7.06** Collection; Interest, Application of Payment. Assessments and installments on them, if not paid when they become due, shall bear interest at the maximum rate allowed by law from the date when due until paid. All assessment payments shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment..

**Section 7.07** Lien for Assessment. The Association has a lien on each Parcel, as provided in the Declaration.

**Section 7.08** Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Member of its intention to foreclose its lien at least forty-five (45) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Member or by certified or registered mail, return receipt requested, addressed to the Member at the last known address.

**Section 7.09** Fines. Fines may be levied in accordance with the provisions of the Articles of Incorporation.



## ARTICLE 8

### ASSOCIATION CONTRACTS, GENERALLY

**Section 8.01** Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause.

**Section 8.02** Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- A. Specification of the services, obligations, and responsibilities of the service provider.
- B. Specification of costs for services performed.
- C. An indication of frequency of performance of services.
- D. Specification of minimum number of personnel to provide the services contracted for.

## ARTICLE 9

### ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
  - (b) A copy of the bylaws of the association and of each amendment to the bylaws.
  - (c) A copy of the articles of incorporation of the association and of each amendment thereto.
  - (d) A copy of the declaration of covenants and a copy of each amendment thereto.
  - (e) A copy of the current rules of the homeowners' association.
  - (f) The minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least 7 years.
  - (g) A current roster of all members and their mailing addresses and parcel identifications.
- The association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from

association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

(i) A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year.

(j) The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the association.
4. Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in s. 720.401(1).

(l) All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

The official records of the Association shall be maintained in the county in which the Association is located and shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

## ARTICLE 10

### OBLIGATIONS OF OWNERS

**Section 10.01** Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Member of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the Member by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violations as an intentional and material breach of the provision cited in the notice. It then, at its option, may take any action permitted by applicable law or the Association's governing documents. However, if such violation constitutes a risk to the health, safety, or well-being of other Owners or their guests,

tenants, or invitees, then the Association may immediately take any action permitted by applicable law or the Association's governing documents.

**Section 10.02** Attorneys' Fees. In any action brought pursuant to the provisions of 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

**Section 10.03** No Waiver of Rights. Neither a Member nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Member or the purposes of the provision, except that Members or Board members may waive notice of specific meetings in writing.

## ARTICLE 11

### LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Association during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

## ARTICLE 12

### PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

## ARTICLE 13

### RULES AND REGULATIONS

**Section 13.01** Board May Adopt. The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the Common Areas, Association property, recreational facilities serving the Association, and Parcels.

**Section 13.02** Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to any existing rules and regulations, shall be posted in a conspicuous place on the Association property and a copy furnished to each Member. No rule, regulation, or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

**Section 13.03** Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Members and uniformly applied and enforced.

## ARTICLE 14

### PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- A. The Act
- B. The Declaration
- C. The Articles
- D. These Bylaws
- E. The rules and regulations

## ARTICLE 15 AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

**Section 15.01** Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

**Section 15.02** Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than thirty-five percent (35%) of the voting interests of the Association.

**Section 15.03** Limitation. No amendment shall be made that is in conflict with the Act or the Declaration.

**Section 15.04** Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Association operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

**Section 15.05** Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER \_\_\_\_\_ FOR PRESENT TEXT."

## ARTICLE 16

### SEVERABILITY

In the event that any of the terms, provisions, or covenants of these By-Laws or the Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

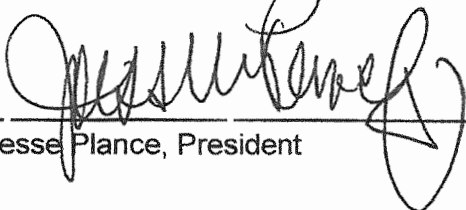
## ARTICLE 17

### CONSTRUCTION

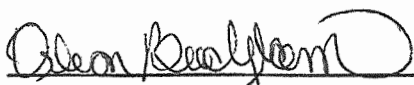
Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the Bylaws of WELLINGTON EDGE PROPERTY ASSOCIATION, INC. on this 23 day of January, 2017.

WELLINGTON EDGE PROPERTY ASSOCIATION

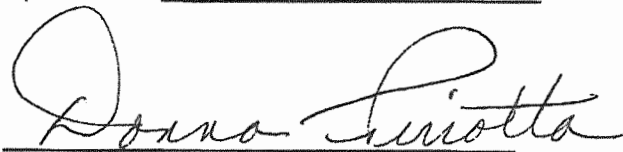
  
\_\_\_\_\_  
Jesse Plance, President

ATTEST:

  
\_\_\_\_\_  
Orlean Buckingham, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2017, by Jesse Plance, who produced \_\_\_\_\_ as proof of identification.

  
\_\_\_\_\_  
Notary Public

Name, Commission Number, and Expiration Date together with affixed Seal.

