

PREPARED BY AND TO BE RETURNED TO:
Derrick Bennett, Esq.
Post Office Box 2422
Panama City, Florida 32401

CERTIFICATE FOR AMENDMENT TO BYLAWS OF CONDOMINIUM

The Boardwalk Beach Resort Community Association, Inc., a Florida not-for-profit corporation by and through its President, hereby evidences by this Certificate of the Association the Amendment of the Bylaws of Condominium for Boardwalk Central, a Condominium, Panama City Beach Florida, ("Condominium") original Declaration dated April 25, 2005 and recorded at Book 2599, Page 84 of the public records of Bay County, Florida ("Declaration") with copy of Bylaws attached hereto; such amendment having been voted on at the board meeting held on February 27, 2012, when a quorum was present, after due notice.

A. Section 48(b) of the Bylaws provides that the Declaration may be amended at any time and from time to time by the Board of Directors, prior to turnover, on an instrument in writing signed by the Association and approved by two-thirds (2/3) of board directors.

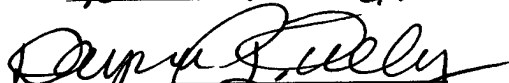
B. The Board of Directors of the Association for the Condominium unanimously approved the attached Amendment as required by such Section.

C. Accordingly, the provisions of the Bylaws are hereby amended and restated to read as reflected in the attached Amendment, with the amendment being evidenced through the use of ~~strikeout text~~ to indicate words that have been stricken and the use of double-underlined text to indicate words that have been added.

IN WITNESS WHEREOF, the Association executed this instrument to amend the Bylaw in the manner provided hereinabove as is required by the Bylaws.

WITNESSES:

Sign: 
Print Name: Derrick Bennett

Sign: 
Print Name: Dayna P. Tully

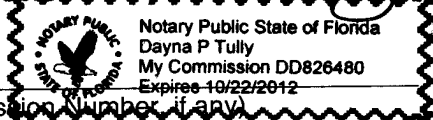
BOARDWALK BEACH RESORT COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Mike Greer As its President

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 27th day of February, 2012, by Mike Greer as President of Boardwalk Beach Resort Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is either ☒ personally known to me or ☐ has produced _____ as identification.

Witness my hand and seal on this 27th day of February, 2012.


Notary Public

Notary Public State of Florida
Dayna P Tully
My Commission DD826480
Expires 10/22/2012
(Commission Number, if any)

PREPARED BY AND TO BE RETURNED TO:

**Derrick Bennett, Esq.
Post Office Box 2422
Panama City, Florida 32401**

AMENDMENT TO BYLAWS OF BOARDWALK CONDOMINIUM

The following is an amendment to the Bylaws of Condominium for Boardwalk Central, a Condominium, Panama City Beach Florida, ("Condominium") which original Bylaws are Exhibit G to the original Declaration dated April 25, 2005 and recorded at Book 2599, Page 84 of the public records of Bay County, Florida, said bylaws referred to as "Bylaws" and declaration referred to herein as "Declaration".

A. Section 48(b)(2) of the Bylaws provides that the Bylaws may be amended at any time and from time to time by 2/3's vote of the Board of Directors of Boardwalk Beach Resort Community Association, Inc. ("Association"), provided control of the Association has not be transferred from Resort Hospitality Enterprises, LTD, a Florida limited partnership ("Developer") to the Unit Owners other than the Developer;

B. The Board of Directors of the Association for the Condominium unanimously approved this Amendment as required by such Section and evidenced same by an instrument in writing signed by the Association and approved by all board members.

C. Accordingly, the provisions of the Bylaws are hereby amended and restated to read as follows, with the amendments being evidenced through the use of ~~strikeout-text~~ to indicate words that have been stricken and the use of double-underlined text to indicate words that have been added:

(commencement of text)

1. The Bylaws are amended to delete Article 5 and replace with the following sentence:

The annual Members meeting shall be held each year at the office of the corporation on a date and time as determined by the Board of Directors. The Members may transact at the annual members meeting any business authorized to be transacted by the Members.

2. The Bylaws of the condominium are amended to delete the lower part of Article 14 referencing Section 718.301, Florida Statutes and replace the same with the following:

Section 718.301 of the Condominium Act provides as follows:

718.301 Transfer of association control; claims of defect by association.

(1) If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are

entitled to elect at least a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;

(e) When the developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after recordation of the declaration of condominium; or, in the case of an association that may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

(2) Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than 60 days' notice of an election for the members of the board of administration. The election shall proceed as provided in s. 718.112(2)(d). The notice may be given by any unit owner if the association fails to do so. Upon election of the first unit owner other than the developer to the board of administration, the developer shall forward to the division the name and mailing address of the unit owner board member.

(3) If a developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

(a) Assessment of the developer as a unit owner for capital improvements.

(b) Any action by the association that would be detrimental to the sales of units by the developer. However, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.

(4) At the time that unit owners other than the developer elect a majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or for

the purposes of paragraph (c) not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association which is held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the association:

(a) 1. The original or a photocopy of the recorded declaration of condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the developer or an officer or agent of the developer as being a complete copy of the actual recorded declaration.

2. A certified copy of the articles of incorporation of the association or, if the association was created prior to the effective date of this act and it is not incorporated, copies of the documents creating the association.

3. A copy of the bylaws.

4. The minute books, including all minutes, and other books and records of the association, if any.

5. Any house rules and regulations which have been promulgated.

(b) Resignations of officers and members of the board of administration who are required to resign because the developer is required to relinquish control of the association.

(c) The financial records, including financial statements of the association, and source documents from the incorporation of the association through the date of turnover. The records shall be audited for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amounts of assessments.

(d) Association funds or control thereof.

(e) All tangible personal property that is property of the association, which is represented by the developer to be part of the common elements or which is ostensibly part of the common elements, and an inventory of that property.

(f) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site with a certificate in affidavit form of the developer or the developer's agent or an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than 3 years after the completion of construction or remodeling of the improvements, the requirements of this paragraph do not apply.

(g) A list of the names and addresses, of which the developer had knowledge at any time in the development of the condominium, of all contractors,

subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the condominium or association property.

(h) Insurance policies.

(i) Copies of any certificates of occupancy which may have been issued for the condominium property.

(j) Any other permits applicable to the condominium property which have been issued by governmental bodies and are in force or were issued within 1 year prior to the date the unit owners other than the developer take control of the association.

(k) All written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective.

(l) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the developer's records.

(m) Leases of the common elements and other leases to which the association is a party.

(n) Employment contracts or service contracts in which the association is one of the contracting parties or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(o) All other contracts to which the association is a party.

(p) A report included in the official records, under seal of an architect or engineer authorized to practice in this state, attesting to required maintenance, useful life, and replacement costs of the following applicable common elements comprising a turnover inspection report:

- 1.Roof.
- 2.Structure.
- 3.Fireproofing and fire protection systems.
- 4.Elevators.
- 5.Heating and cooling systems.
- 6.Plumbing.
- 7.Electrical systems.
- 8.Swimming pool or spa and equipment.
- 9.Seawalls.
- 10.Pavement and parking areas.
- 11.Drainage systems.
- 12.Painting.
- 13.Irrigation systems.

(5) If, during the period prior to the time that the developer relinquishes control of the association pursuant to subsection (4), any provision of the Condominium Act or any rule promulgated thereunder is violated by the association, the developer is responsible for such violation and is subject to the administrative action provided in this chapter for such violation or violations and is liable for such violation or violations to third parties. This subsection is intended to clarify existing law.

(6) Prior to the developer relinquishing control of the association pursuant to subsection (4), actions taken by members of the board of administration designated by the developer are considered actions taken by the developer, and the developer is responsible to the association and its members for all such actions.

(7) In any claim against a developer by an association alleging a defect in design, structural elements, construction, or any mechanical, electrical, fire protection, plumbing,

or other element that requires a licensed professional for design or installation under chapter 455, chapter 471, chapter 481, chapter 489, or chapter 633, such defect must be examined and certified by an appropriately licensed Florida engineer, design professional, contractor, or otherwise licensed Florida individual or entity.

(8) The division has authority to adopt rules pursuant to the Administrative Procedure Act to ensure the efficient and effective transition from developer control of a condominium to the establishment of a unit-owner controlled association.

3. The Bylaws, Article 15 is amended as follows:

Number of Directors. The affairs of the Association shall be managed by a Board of Directors of three (3) directors until such time as Unit Owners other than the Developer are entitled to elect a majority of the Board of Directors. At such time as Unit Owners other than the Developer are entitled to elect a majority of the Board of Directors, the Board of Directors shall consist of ~~seven (7)~~ five (5)

4. The Bylaws, Article 17[c] is amended as follows:

c. Not less than 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board shall give written of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in paragraph 7, the Association shall mail, deliver, or electronically transmit a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot that lists all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. However the Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Directors. No Unit Owner shall permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with s. 718.303. The regular election must occur on the date of the annual meeting. Notwithstanding this Subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

5. The Bylaws – Article 17[c], are amended as follows:

Notwithstanding the provisions of this Subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated, than vacancies exist on the Board of Directors.

6. The Bylaws of the condominium are amended to add the following sentence to the end of Article 17(d) which reads:

Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

7. The Bylaws of the condominium are amended to delete Article 18 and replace with the following sentence:

18. Directors Term. The three (3) directors receiving the greatest number of votes during the first election in which unit owners other than the Developer elect a majority or more of the Board of Directors shall serve until the second annual meeting following the date of turnover and the other two (2) directors elected at that election shall serve until the first annual meeting following the date of turnover. All other directors, if any, shall serve a term of two (2) years. The terms of each director's service shall extend until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

8. The Bylaws – Article 22, is amended as follows:

Adequate notice of all meeting, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding use of Units will be proposed, discussed or approved shall be mailed, ~~or~~ delivered or electronically transmitted to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by affidavit executed by the secretary and filed among office records of the Association. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

9. The Bylaws of the condominium are amended to change the first sentence to the 38[c] to read

A copy of each proposed annual budget of common expenses shall be mailed, delivered or electronically transmitted to the Unit Owners affected by the budget no less than fourteen (14) days prior to the meeting at which the budget will be considered together with a notice of that meeting.

10. The Bylaws are amended to delete Article 42 and replace with the following:

OFFICIAL RECORDS:

(a) From the inception of the Association, the Association shall maintain each of the following items, if applicable, which constitutes the official records of the Association:

1. A copy of the plans, permits, warranties, and other items provided by the developer pursuant to s. 718.301(4).
2. A photocopy of the recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.
3. A photocopy of the recorded bylaws of the association and each amendment to the bylaws.
4. A certified copy of the articles of incorporation of the association, or other documents creating the association, and each amendment thereto.
5. A copy of the current rules of the association.
6. A book or books that contain the minutes of all meetings of the association, the board of administration, and the unit owners, which minutes must be retained for at least 7 years.
7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the electronic mailing addresses and facsimile numbers of unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers are not accessible to unit owners if consent to receive notice by electronic transmission is not provided in accordance with Section 718.111(12)(c)5, F.S. However, the association is not liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices.
8. All current insurance policies of the association and condominiums operated by the association.
9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.
10. Bills of sale or transfer for all property owned by the association.
11. Accounting records for the association and separate accounting records for each condominium that the association operates. All accounting records must be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), F.S. The accounting records must include, but are not limited to:
 - a. Accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
 - c. All audits, reviews, accounting statements, and financial reports of the association or condominium.
 - d. All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the association.
12. Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners, which must be maintained for 1 year from the date of the

election, vote, or meeting to which the document relates, notwithstanding Section 718.111(12)(b), F.S.

13. All rental records if the association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described in Section 718.504, F.S.

15. All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

16. A copy of the inspection report as described in Section 718.301(4)(p), FS.

(b) The official records of the Association must be maintained within the state for at least 7 years. The records of the association shall be made available to a unit owner within 45 miles of the condominium property or within Bay County within 5 working days after receipt of a written request by the board or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the condominium property or the Association may offer the option of making the records available to a Unit Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Unit Owner or his or her authorized representative pursuant to the compliance requirements of this chapter unless the Association has an affirmative duty not to disclose such information pursuant to Florida law.

(c) The official records of the Association are open to inspection by any Unit Owner or the authorized representative of such Owner 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 Unit Owner. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an Association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. Minimum damages are \$50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), F.S. The Association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in Section 718.504 and year-end financial information required under Chapter 718, on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. Notwithstanding this paragraph, the following records are not accessible to Unit Owners:

1. Any record protected by the lawyer-client privilege as described in s.

90.502, F.S. and any record protected by the work-product privilege, including a record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

2. Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a unit.

3. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

4. Medical records of Unit Owners.

5. Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. However, an owner may consent in writing to the disclosure of protected information described in this subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

6. Electronic security measures that are used by the Association to safeguard data, including passwords.

7. The software and operating system used by the Association which allow the manipulation of data, even if the Unit Owner owns a copy of the same software used by the Association. The data is part of the official records of the association.

(d) The Association shall prepare a question and answer sheet as described in Section 718.504, F.S. and shall update it annually.

11. The Bylaws – Article 44, is amended as follows:

Annual Financial Report. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed or received by the association from the third party, but not later than 120 days after the end of the fiscal year or other date as provided by the bylaws, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. In addition, the Association shall be required to prepare or cause to be prepared a complete set of financial statement as may be required from time to time by Florida Statutes in accordance

- with generally accepted accounting principals.
12. The Bylaws – Article 44, is amended as follows:

44. Fines.

(a) The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(1) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

(2) A fine or suspension may not be imposed unless the association first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the committee does not agree, the fine or suspension may not be imposed.

(b) If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under the above subsection 44(a)(1) and (2) do not apply to a suspension imposed under this subsection 44(b).

(c) An association may suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association. The notice and hearing requirements under the above subsection 44(a)(1) and (2) do not apply to a suspension imposed under this subsection 44(c).

(d) All suspensions imposed pursuant to Section 44(b) and (c) must be approved at a properly noticed board meeting. Upon approval, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

(e) Any notice required by Section 44 of these bylaws shall include the following:

- (1) Statement of date, time and place of hearing.
- (2) Statement of provisions allegedly violated (Declaration, By-laws, Rules)

and

- (3) Short and plain statement of the matters asserted by the Association.

(f) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the committee. If the committee agrees with the fine, the Board of Directors shall receive the report of the committee and if the Board approves the recommendation of the committee, the Board of Directors may levy the fine. No fines shall become a lien against the Unit. The provisions of this paragraph shall not apply to unoccupied units.

13. The Bylaws – Article 49A9) of the condominium is amended as follows:

(a) Definitions. As used in this section, the term “dispute” means any disagreement between two or more parties that involves:

(1) The authority of the board of directors, under this chapter or association document to:

- (i) Require any owner to take any action, or not to take any action, involving that owner’s unit or the appurtenances thereto.
- (ii) Alter or add to a common area or element.

(2) The failure of a governing body, when required by this chapter or an association document, to:

- (i) Properly conduct elections.
- (ii) Give adequate notice of meetings or other actions.
- (iii) Properly conduct meetings.
- (iv) Allow inspection of books and records.

“Dispute” does not include any disagreement that primarily involves: title to any unit or common element; the interpretation or enforcement of any warranty; the levy of a fee or assessment, or the collection of an assessment levied against a party; the eviction or other removal of a tenant from a unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a unit based upon the alleged failure of the association to maintain the common elements or condominium property.

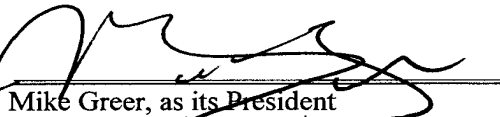
IN WITNESS WHEREOF, the Association executed this instrument to amend the Bylaws in the manner provided hereinabove as is required to amend the Bylaws.

WITNESSES:

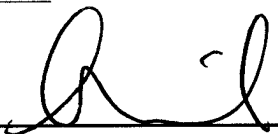
Sign: 
 Print Name: Derrick G. Bennett

Sign: 
 Print Name: Dawn A. Tully

**BOARDWALK BEACH RESORT
 COMMUNITY ASSOCIATION, INC., a
 Florida not-for-profit corporation**

By: 
 Mike Greer, as its President

Attest:



Sean McNeil,

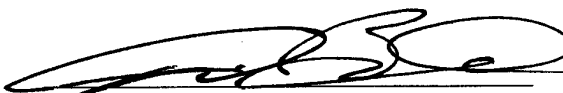
Secretary, Boardwalk Beach Resort Community Association, Inc.

STATE OF FLORIDA
 COUNTY OF BAY

The foregoing instrument was acknowledged before me this 27th day of February, 2012, by Mike Greer and Sean McNeil, as President and Secretary, respectively of Boardwalk Beach Resort Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They either ☒ are personally known to me or ☐ have produced _____ as identification.

Witness my hand and seal on this 27 day of Feb, 2012.

My Commission Expires: (AFFIX NOTARY
 SEAL)


 Notary Public

(Commission Number, if any)

