Article IX. AMENDMENTS TO THE BY-LAWS.

These By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:-

- (1) Notice of the meeting shall contain a statement of the proposed Amendment.
- (2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the unit owners.
- (3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of the total votes of the unit owners; and,
- (4) Said Amendment shall be recorded and certificated as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article II-A, Section 7, of the By-Laws occurs, these By-Laws may not be amended without a prior resolution requesting said Amendment from the Board of Directors.

Article X. NOTICES.

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium to which these By-Laws are attached.

Article XI. INDEMNIFICATION.

The Corporation shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party, by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

Article XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

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Article XIII. LIMITATION OF LIABILITY.

Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other owners or persons.

Article XIV. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition), shall govern the conduct of the association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

Article XV. LIENS.

Section 1. Protection of Property. All liens against a condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within 30 days of the date the lien attaches. All taxes and special assessments upon a condominium unit shall be paid before becoming delinquent, as provided in these condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice to the association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the association of every suit or other proceedings which will or may affect title to his unit or any other part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

Section 5. <u>Permitted Mortgage Register</u>. The association shall maintain a register of all permitted mortgages and at the request of a mortgagee the association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

Article XVI. RULES AND REGULATIONS.

Section 1. As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance

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of the condominium unit(s) provided, however that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

Section 3. <u>Building Rules and Regulations</u>. The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulations are as follows:

- 1. The sidewalk, entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in the halls, stairways, elevators, or other public areas.
- The personal property of all unit owners shall be stored within their condominium units.
- 3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.
- 4. No unit owner shall allow anything whatsoever to fall from the window, balcony or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators or elsewhere, in the building or upon the grounds.
- Refuse and garbage shall be deposited only in the area provided therefor.
- No unit owner shall store or leave boats or trailers on the condominium property.
- Employees of the Association shall not be sent out of the building by any unit owner at any time for any purpose.

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- Servants and domestic help of the unit owners may not gather or lounge in the public areas of the building or grounds.
- The parking facilities shall be used in accordance with regulations adopted by the Board of Directors, a copy of which shall be delivered to the unit owners.
- 10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any screened porches shall be determined by the Board of Directors, and a unit owner shall not place or use any item on said screened porches without the approval of said Board.
- 11. No unit owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owners shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television set, radio or sound amplifier, in his unit in such manner as to disturb or annoy other occupants of the condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
- 12. No radio or television installation or other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the building, without the consent of the Board of Directors, in writing, is liable to removal, without notice, and at the cost of the unit owner for whose benefit the installation was made.
- 13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the condominium property, or in, on or upon any part of a condominium unit by any unit owner or occupant.
- 14. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building, without the written consent of the Board of Directors of the Association.
- 15. No blinds, shades, screens, decorative panels, window or door covering shall be attached to or hung, or used in connection with any window or door in a unit, in such a manner as to be visible to the outside of the building, without the written consent of the Board of Directors of the Association.

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16. The Association may retain a pass key to all units. No unit owner or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors of the Association. Where such consent is given, the unit owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access to the unit.

Section 4. <u>Conflict</u>. In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and the condominium documents, or the Condominium Act, the latter shall prevail. Where required by the Condominium Act, any amendment to the rules and regulations herein shall be recorded in the Official Records of the County in which this Condominium is located in the manner required by the Condominium Act.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF LAKE CLARKE GARDENS CONDOMINIUM, INC., a non-profit Florida Corporation.

LAKE CLARKE GARDENS CONDOMINIUM

Howard Greenfield,

resident

Lonore Greenfield Secretary

FLA-MANGO, INC.

Howard Greenfield,

(Seal)

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