

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

**CERTIFICATE OF AMENDMENT TO
AMENDED AND RESTATED BYLAWS
OF
THE GALLEONS' ASSOCIATION, INC.**

THE UNDERSIGNED, being the President and Secretary of **THE GALLEONS' ASSOCIATION, INC.**, a Florida not for profit corporation, hereby certify that after the following amended and restated Bylaws were approved by no less than a majority of the members of the Board of Directors of the Association at a properly noticed board meeting, at a duly called meeting of all of the owners of condominium units in the above-named condominium, held on the 16th day of February, 2016, in accordance with the requirements of Florida law and the Bylaws of **THE GALLEONS' ASSOCIATION, INC.** as originally recorded in Official Record Book 641, Page 763, Public Records of Indian River County, Florida, and as subsequently amended, no less than seventy-five percent (75%) of the entire membership of the Association affirmatively voted to amend and restate the Bylaws as attached hereto.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment, this 30th day of March, 2016.

THE GALLEONS' ASSOCIATION, INC.
By: Irving G. Tolette
President

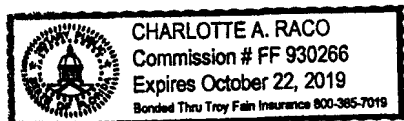
(CORPORATE SEAL)

ATTEST:
By: Mary C. Hertz
Secretary

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared IRVING G. TOLETTE and MARY C. HERTZ, respectively the President and Secretary of The Galleons' Association, Inc., who have produced _____ as identification or who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 30th day of March, 2016.



Charlotte A. Raco
Print Name: CHARLOTTE A. RACO
Notary Public, State of Florida at Large (Affix Seal)

**AMENDED AND RESTATED
BYLAWS
OF
THE GALLEONS' ASSOCIATION, INC.**

1. IDENTITY.

These are the By-Laws of THE GALLEONS' ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering The Galleons Condominium, which is located in Indian River County, Florida, upon the lands described in the "Declaration of Condominium." (The corporation shall hereafter be referred to as the "Association").

(.1) OFFICE - The office of the Association shall be at the unit occupied by the then current Association President, unless otherwise agreed upon by the Board of Directors.

(.2) FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

(.3) SEAL - The seal of the Association shall bear the name of the Association, the words "Florida", and "Corporation not for profit", together with the year of establishment.

2. UNIT OWNERS' MEETINGS.

(.1) ANNUAL UNIT OWNERS' MEETINGS shall be held at the Association office or at such other convenient location as may be determined by the Board of Directors upon such date each year as may be determined convenient by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the Unit Owners.

(.2) SPECIAL UNIT OWNERS' MEETINGS shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by the President upon receipt of a written request from seven (7) or more Unit Owners of the Association.

(.3) NOTICE OF UNIT OWNERS' MEETINGS - Notice of the Annual Meeting shall be sent to each Unit Owner by first class United States mail, electronically or by hand delivery, at least thirty (30) days prior to the annual meeting. An officer of the Association shall provide an Affidavit to be included in the official records of the Association, affirming that notices of the Annual Meeting were delivered to each Voting Unit Owner. Written notice

of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the Annual Meeting.

The Board of Directors shall also mail, send electronically or hand deliver a meeting notice and copies of the proposed "Annual Budget of Common Expenses" to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of other Special Meetings shall be in writing and mailed, sent electronically or hand delivered to each Unit Owner not less than fourteen (14) days prior to the meeting. However, during recognized emergencies Unit Owners may waive notice of specific meetings and may take action by oral or written agreement without a meeting, where it is in the best interest of the Condominium Association to do so.

All Notices of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.4) A QUORUM at Unit Owners' meetings shall consist of Unit Owners in attendance in person or by duly-executed proxies submitted to the Secretary prior to the Meeting, which total a majority of the entire Unit Owners. Decisions made by a majority of the Unit Owners represented at a meeting at which there is a quorum shall be binding and sufficient for all purposes except an amendment to these By-Laws or such other decision as may by Federal or State law or said By-Laws require a larger percentage, in which case the percentage required in the By-Laws or Federal or State law shall govern.

(.5) THE VOTE of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate (hereinafter called the Voting Unit Owner) signed by all owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such Unit Owners shall not be considered in determining the requirement for a quorum nor for any other purpose. There shall be only one vote per unit.

(.6) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein, and any adjournments thereof, and must be filed with the Secretary before or at the appointed time of the meetings.

(.7) APPROVAL OR DISAPPROVAL of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same Unit Owner who would cast the vote of such owner if in an Association meeting.

(.8) ADJOURNED MEETINGS - If any meeting of Unit Owners cannot be organized because a quorum is not present, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(.9) THE ORDER OF BUSINESS AT ANNUAL UNIT OWNERS' MEETINGS, and, as far as practical at all other Unit Owners' meetings, shall be:

(a) Election of Chairman of the meeting, unless the President or Vice President of the Association is present when he/she shall preside.

(b) Calling of the roll and certifying of proxies.

(c) Proof of Notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved Minutes.

(e) Reports of Directors.

(f) Report of Committees.

(g) Election of Directors.

(h) Unfinished business.

(i) New business.

(j) Adjournment.

3. BOARD OF DIRECTORS.

(.1) MEMBERSHIP - The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) nor more than seven (7) Directors. Each Director shall be a Unit Owner or the spouse of a Unit Owner. No more than one person per Unit, whether a Unit Owner or spouse of a Unit Owner may serve on the Board of Directors at any given time. The immediate past President of the Association shall be an ex-officio Director during the year following his or her last term as President, and shall be entitled to receive Notices of all meetings of Directors, but shall not be entitled to vote at such meetings in his or her capacity as Director ex-officio. Co-Owners of a Unit may not serve as members of the Board of Directors at the same time.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors shall be elected by a majority of Voting Unit Owners at the Annual Meeting of the Association.

(b) Except as to vacancies resulting from removal of Director by the Unit Owners, vacancies in the Board of Directors occurring between the Annual Meeting of Unit Owners may be filled by a majority vote of the remaining Directors, immediately or deferred until the next Annual Meeting.

(c) Any Director may be removed with or without cause by concurrence of a majority of the Voting Unit Owners of the Association by written agreement or at a special meeting of the Unit Owners called for that purpose by a majority of the Board of Directors or by seven (7) Voting Unit Owners. The vacancy in the Board of Directors so created shall be filled by the Unit Owners of the Association at the same meeting.

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next Annual Meeting of the Unit Owners and thereafter until his/her successor is duly elected and qualified, or until he/she is removed in the manner elsewhere provided.

(.4) THE ORGANIZATION MEETING of the newly-elected Board of Directors shall be held within ten (10) days of the election at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than four (4) times per year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronically, at least seven (7) days prior to the day named for such meeting.

(.6) SPECIAL MEETINGS OF THE DIRECTORS may be requested by the President and must be called by the Secretary at the written request of one-third of the Directors. Except in the case of emergency, not less than three (3) days' notice of a Special Meeting of the Directors containing the time, place and purpose of the meeting shall be given personally, by U.S. Mail, postage pre-paid, or electronically to each Board Unit Owner.

(.7) WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all Unit Owners to attend. Notice of board meetings shall be posted conspicuously on the condominium property no less than forty-eight (48) hours in advance for the attention of Unit Owners except in an emergency.

(.9) A QUORUM AT DIRECTORS' meetings 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. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business

which might have been transacted at the meeting as originally called may be transacted without further notice.

(.10) THE PRESIDING OFFICER at a Directors' meeting shall be the President of the Board, if such an officer has been elected and is present; and if not elected or present, then the Vice President shall preside. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside.

(.11) DIRECTORS SHALL SERVE WITHOUT PAY.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS -All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by the Unit Owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST Unit Owners to defray the expenses of the condominium.

(.2) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.3) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.4) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.5) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.6) TO ENFORCE by legal means the provisions of applicable laws, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

(.7) TO CONTRACT FOR MANAGEMENT of the condominium.

(.8) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.9) TO CARRY INSURANCE for the protection of the Unit Owners and the Association against casualty and liabilities.

(.10) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.11) TO EMPLOY PERSONNEL and designate them such duties as seems appropriate for proper administration of the purposes of the Association.

(.12) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers to own, convey and encumber real and personal property.

(.13) EMERGENCY POWERS: The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

(a) In anticipation of or during an emergency, the Board of Directors of the Association may:

(i) Name Assistant Officer persons who are not Board Unit Owners. The Assistant Officers shall have the same authority as the Executive Officers to whom they are assisting during the period of the emergency, to accommodate the incapacity of any Officer of the Association; and

(ii) Relocate the principal office or designate alternative principal offices or authority of the Officers to do so.

(b) During an emergency, notice of a meeting of the Board of Directors shall be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and facsimile, the Director or Directors in attendance at a meeting shall constitute a quorum.

(c) Corporate action taken in good faith during an emergency meeting under this section to further the ordinary affairs of the Association is binding upon the Association and shall have the presumption of being reasonable and necessary.

(d) An Officer, Director, or employee of the Association acting in accordance with these emergency By-Laws is only liable for willful misconduct.

(e) Provisions of these emergency By-Laws shall supersede any inconsistent or contrary provision of the By-Laws for the period of the emergency.

(f) An emergency exists for the purpose of this section if a quorum of the Association's Directions cannot reasonably be assembled because of some catastrophic event.

5. OFFICERS.

(.1) THE EXECUTIVE OFFICERS of the Association shall be President, Vice President; Secretary and Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meetings. Any person may hold two or more offices except the President shall not also be the Secretary or Assistant Secretary.

(.2) THE PRESIDENT shall be the Chief Executive Officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of President of a corporation.

(.3) THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) THE SECRETARY or designated representative shall keep the minutes of all proceedings of the Directors and the Unit Owners. He/she shall attend to the giving and serving of all notices to the Unit Owners and Directors and other notices required by law. He/she shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform any other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) THE TREASURER, or the designated representative, shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep the assessment rolls and accounts of the Unit Owners; he/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of the Treasurer of a corporation.

(.6) COMPENSATION.

(a) No compensation shall be paid the officers of the Association.

(b) The compensation of the employees of the Association shall be fixed by the Directors.

(c)

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a business-like manner and these, plus records of all receipts and expenditures, shall be available for inspection by Unit Owners and Board Unit Owners at all reasonable times.

7. FISCAL MANAGEMENT shall be in accordance with the following provisions:

(.1) BUDGET

(a) A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the condominium including insurance, management fees, if any, and which shall include a reserve for capital expenditures and deferred maintenance, see subsection (i) below. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

(i) Reserve accounts for capital expenditures and deferred maintenance shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

(ii) Unit Owners of the Association may, by a majority vote at a duly called meeting of the Association, determine for a fiscal year to provide no reserves or reserves less adequate than required by this subsection.

(b) A copy of the proposed annual budget shall be mailed, sent electronically or hand delivered to the Unit Owners not less than thirty (30) days prior to the meeting of the Unit Owners at which the budget will be considered, together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or should the Unit Owners fail to adopt the presented budget or a revised budget, then, and in that event, the Directors shall adopt a budget.

(.2) ASSESSMENTS - The shares of the Unit Owners of the common expenses shall be made payable quarterly, in advance, and shall become due on the first day of each quarter; January 1, April 1, July 1, and October 1. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expense previously incurred.

(.3) NON-SCHEDULED ASSESSMENTS - Assessments for the expenses of emergencies or other needs which cannot be paid from the available funds shall be made only by the Board of Directors, and the time of payment shall likewise be determined by them.

(.4) ASSESSMENT ROLL - The assessments for common expenses, according to the budget, shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by the Unit Owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the Unit Owner.

(.5) **LIABILITY FOR ASSESSMENTS** - A Unit Owner shall be liable for all assessments coming due while he/she is the owner of a unit, and such owner and his grantees, after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made.

(.6) **LIEN FOR ASSESSMENTS** - The unpaid portion of an assessment which is due, together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto.

(b) COLLECTION -

(i) **INTEREST: APPLICATION OF PAYMENTS** - Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before the sixteenth (16th) day shall bear interest at the rate of one and one-half percent (1 ½%) per month from the date due until paid. All payments upon account shall be first applied to interest, then to the cost of collection, then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(ii) **SUIT** - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of one and one-half percent (1 ½%) per month, and all costs incident to the collection and the proceedings, including reasonable attorney's fees.

(.7) **ACCOUNTS** - All sums collected from assessments may be mingled in a single fund, but they shall, be held in trust for the Unit Owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) **COMMON EXPENSE ACCOUNT** - to which shall be credited collections of assessments for all common expenses.

(b) **ALTERATION AND IMPROVEMENT ACCOUNT** - to which shall be credited all sums collected for alteration and improvement assessments, if any.

(c) **CONTINGENCY ACCOUNT** - to which shall be credited all sums collected for contingencies and emergencies.

(.8) THE DEPOSITORY of the Association shall be a financial institution as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(.9) In lieu of a certified audit, a review of the Association's financial records by a certified public accountant, in accordance with generally accepted accounting standards, and a report thereon, may be obtained by the Board of Directors, unless a certified audit is requested by seven (7) Voting Unit Owners in writing filed with the Secretary of the Association prior to completion of the financial review for the period involved or required by law.

(.10) FIDELITY BONDS may be required by the Board of Directors from all officers and employees of the Association and any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, Articles of Incorporation, the By-Laws of the Association, or the Laws of the State of Florida.

9. AMENDMENTS - Amendments to the By-Laws shall be proposed in the following manner:

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

(.2) A RESOLUTION adopting a proposed amendment may either be proposed by the Board of Directors or seven (7) of the Unit Owners and must receive approval of the Board of Directors and two-thirds (2/3) of Unit Owners of the Association to become effective.

(.3) EFFECTIVE DATE - An amendment, when adopted, shall become effective upon being recorded according to law.

(.4) THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act, as may be amended from time to time.

(.5) PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. 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 BY-LAW. SEE BY-LAW # _____ FOR PRESENT TEXT."

10. WEIGHT OF VOTES cast by Voting Unit Owners of the Association shall be one vote for each Voting Unit Owner.