

MCKINNON & HAMILTON, PLLC

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February 24, 2026

Board of Directors
Pebble Beach Villas, Inc.
c/o Ms. Paola Alvarado
Elliott Merrill Community Management
835 20th Place
Vero Beach, Florida 32960

In re: Certificates of Amendments

Dear Board Members:

Enclosed please find the original Certificate of Amendment to Declaration of Condominium of Pebble Beach Villas and Certificate of Amendments to Bylaws of Pebble Beach Villas, Inc. which we had recorded on the public records. The original documents should be kept with the Association's other important papers.

A copy of the recorded Certificates should be provided to all Association members. Please let me know if we can be of further assistance to you.

Sincerely,



Charles W. McKinnon

Enclosures

CWM:sj
28433-001

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

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RECORDED IN THE PUBLIC RECORDS OF
RYAN L. BUTLER, CLERK OF COURT
INDIAN RIVER COUNTY FL
BK: 3838 PG: 2204 Page 1 of 3 2/18/2026 9:57 AM

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
PEBBLE BEACH VILLAS**

THE UNDERSIGNED, being the President and Secretary of **PEBBLE BEACH VILLAS, INC.** a Florida not for profit corporation, hereby certify that after the adoption of a Resolution proposing said amendment at a duly called meeting of the Board of Directors, by the affirmative vote of a majority of the entire membership of the Board of Directors, not less than two-thirds (2/3) of Association members voting in person, electronically or by Proxy, at a duly called meeting of all of the owners of condominium units in the above-named condominium, held on the 12th day of January, 2026, in accordance with the requirements of Florida law, and of the Declaration of Condominium of **PEBBLE BEACH VILLAS**, as originally recorded in Official Record Book 598, Beginning at Page 742, Public Records of Indian River County, Florida and any amendments thereof, affirmatively voted to amend the Declaration of Condominium as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Condominium, shall be amended as follows:

Article 20.B.1.b. of the above referenced Declaration of Condominium has been amended to read as follows:

b. LEASES.

PREREQUISITES:

1. Unit-Owners desiring to lease or permit extended occupancy of their Unit are required to submit to the Association's Property Manager a fully completed lease application on the form available on the Association's web site. The Property Manager shall forward a copy of the application and all attachments to the Rental, Lease and Sales Committee for evaluation. The completed application form and attachments must be legible, completed in their entirety and submitted no later than fifteen (15) days prior to the proposed onset of occupancy, and include the following:

A. The full name and Unit number of the landlord Unit-Owner(s), their telephone number(s) and email address(s);

B. The full name, residence address, telephone number, email address and vehicle type and license registration number of each applicant and each person who intends to reside in the Unit (rental vehicle information can be provided upon the tenant's arrival);

C. The proposed term of occupancy, including the dates of the onset and conclusion of the tenancy;

D. Written consent to a Criminal History check of the applicant(s) and of all other persons proposed to occupy the Unit, which will be conducted by the Property Manager at the Unit-Owner/landlord's expense.

E. Written acknowledgement that the proposed tenant has received and read the Association's Rules and Regulations, posted on the Association's official web site, and that the proposed tenant will comply with their provisions;

F. The name and telephone numbers of three (3) personal references whom the Association may contact and consult as to the applicants' character and fitness for occupancy.

2. The Unit-Owner must 1) be current in the payment of all assessments relating to the Unit and 2) must not be indebted to the Association in any amount whatsoever, or have paid into escrow any disputed debt amount for determination of the disputed debts validity by the Board of Directors at a later Board Meeting as provided by the Association By-Laws in Article XV relating to rule enforcement.

LEASE AGREEMENT AND OCCUPANCY APPROVAL:

Renewal of a lease agreement or occupancy permit with a prior tenant or occupant may be denied based upon prior tenant or occupant misconduct or violation(s) of the provisions of the Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations of the Association.

PROCEDURE FOLLOWING APPLICATION:

1. The Rental, Lease and Sales Committee will review the application form to determine whether it is complete and complies with Association requirements. An incomplete, illegible or incorrect form will automatically be rejected and such rejection, together with the reasons therefor, will be promptly communicated to the applicant by the Association's Property Manager. Timely submission of a revised or corrected application form is permissible following the same procedure as that applicable to an initial application.

2. In the event the Property Manager determines the application is complete and complies with all Association requirements, the application will be forwarded to the Rental, Lease and Sales Committee.

a. If the application is complete, the Unit is in conformity with Association maintenance rules and regulations, and all debt owed to the Association has been paid in full or any disputed debt amount alleged to be owed to the Association has been paid in full into escrow for subsequent determination of its legitimacy by the Board of Directors as provided in Article XV of the By-Laws, and there are no other objections to the application, the Rental, Lease and Sales Committee shall approve the application and provide notice thereof to the Property Manager and Board of Directors, who shall notify the Unit-Owner and applicant thereof.

b. If the Rental, Lease and Sales Committee determines that additional information or compliance with Association rules and regulations is necessary, notice thereof shall be conveyed promptly to the Property Manager who shall promptly so notify the Unit-Owner and applicant(s). In such case submission of a timely, revised and corrected application to the Property Manager is permissible and the same procedure as utilized in considering an initial application shall be commenced, time permitting, but the Rental, Lease and Sales Committee shall have no obligation to reconsider multiple, successive applications by the same applicant.

c. In the event that the Rental, Lease and Sales Committee fails to timely approve or deny an application within fifteen (15) days of receipt, such application shall be deemed rejected;

d. In the event falsehoods, inaccuracies, misleading statements or culpable omissions of information in the rental or lease application are found after an application has been approved, the validity of the application may be reexamined and redetermined. In such case, Notice thereof and the reason(s) thereof shall be promptly given to the Unit-Owner, applicant, the Rental, Lease and Sales Committee and Board of Directors, and the approval of the application shall be reexamined by the Rental, Lease and Sales Committee in like manner as in the case of an original application. In such case, a determination that a previously approved application should be rejected for cause, that the prior approval should be revoked and that the tenancy based thereon should be terminated shall be reported to the Unit-Owner and tenant(s), the Association Property Manager and Association Board of Directors, who shall determine the course of further action at a Board Meeting based upon required notice thereof wherein such approval revocation shall be an agenda item.

e. If the Rental, Lease and Sales Committee determines to reject an application, notice thereof together with the reasons therefor shall be promptly sent to the Unit-Owner, applicant, Association's Property Manager and the Board of Directors and, if timely requested by an applicant in writing to the Property Manager, a Board Meeting shall be scheduled with the rejected rental or lease application as a scheduled agenda item, with Notice as required in the case of Board meetings.

OCCUPANCY AND LODGING RESTRICTIONS:

The occupancy of a Unit for more than twenty-one (21) days in any consecutive twelve (12) month period by persons other than the Unit-Owner or approved tenant, is deemed a type of tenancy subject to the restrictions set forth in the Association's Condominium Documents and pertinent Florida Statutes. Unit-Owner's or tenant's oral agreements, or consent to extended Unit occupancy by a friend or family member, are subject to Association approval as in the case of a written lease application, and such proposed occupants must apply for an Association Occupancy Permit in like manner as provided for a lease applicant. Upon approval, an Occupancy Permit will be issued to successful applicants. Such occupancy permits authorize occupancy for extended periods of time.

In the event a Unit-Owner utilizes the services of a Realtor or other intermediary agent in connection with the lease of a Unit, the Unit-Owner shall attest that such Realtor or agent has provided a copy of the Association's Rules and Regulations to the applicant and that the Unit complies with Association maintenance and safety requirements.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Condominium, this 6th day of February, 2026.

PEBBLE BEACH VILLAS, INC.

By: [Signature]
President
Print Name: Jon J Davis

(CORPORATE SEAL)

ATTEST:

By: [Signature]
Secretary
Print Name: Angelina Walker

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared, in physical presence, John J Davis and Angelina Walker, respectively the President and Secretary of Pebble Beach Villas, 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 6 day of February, 2026.



[Signature]
Notary Public, State of Florida (Affix Seal)

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

3120260007384
RECORDED IN THE PUBLIC RECORDS OF
RYAN L. BUTLER, CLERK OF COURT
INDIAN RIVER COUNTY FL
BK: 3838 PG: 2207 Page 1 of 11 2/18/2026 9:57 AM

CERTIFICATE OF AMENDMENTS TO BYLAWS OF PEBBLE BEACH VILLAS, INC.

THE UNDERSIGNED, being the President and Secretary of **PEBBLE BEACH VILLAS, INC.** a Florida not for profit corporation, hereby certify that after the adoption of a Resolution proposing said amendments at a duly called meeting of the Board of Directors, by the affirmative vote of a majority of the entire membership of the Board of Directors, not less than two-thirds (2/3) of Association members voting in person, electronically or by Proxy, at a duly called meeting of all of the owners of condominium units in the above-named condominium, held on the 12th day of January, 2026, in accordance with the requirements of Florida law, the Declaration of Condominium and Bylaws of **PEBBLE BEACH VILLAS, INC.**, as originally recorded in Official Record Book 598, Beginning at Page 742, Public Records of Indian River County, Florida and any amendments thereof, affirmatively voted to amend the Bylaws as hereinafter set out.

I. **Article I, Section 2** of the above referenced By-Laws has been amended to read as follows:

Section 2. Definitions. The following terms shall have the respective meanings ascribed to them in this section, except where context clearly indicates a different meaning, or a specific, limited meaning is indicated:

Administration. The process or activity of running an organization; the day-to-day handling and management of a corporation's business affairs.

Appurtenances. Objects of inherent property rights in addition to Units derived from the ownership of a Condominium Parcel, including the right to use and have access to all the easements and easement rights available to the Condominium members.

Assessment. A levy of a share of funds required for the payment of Common Expenses that from time to time, typically annually, is assessed against a Unit-Owner.

Association. Means Pebble Beach Villas, Inc., a Florida not for profit corporation, the entity responsible for the Operation of the Condominium.

Balcony. A platform which extends outward from the upper level of a building, typically attached to a wall supported by columns capable of accommodating the outside presence of one or more people.

Board of Directors, or Board. The representative body of Unit-Owners responsible for Administration of the Association.

Buyer. A person who purchases a Condominium Unit.

By-Laws. These By-Laws of the Association, as amended from time to time.

Committee. A group of Board members and/or Unit-Owners appointed by the President to make recommendations to the Board or to act on behalf of the Board in certain limited, designated areas regarding and addressing the specific purpose of the Committee. Types of Committees include

- A. **Advisory Committee.** A Group of Board Members and/or Unit-Owners appointed by the President to engage in fact finding, information gathering and to advise and make recommendations to the Board regarding and addressing the specific purpose for which the Committee was appointed. Such Committee does not have the authority to act for the Association or to bind the Association in any way, and its meetings shall not require Notice or written agendas to be provided to Unit-Owners.
- B. **Standing Committee.** A Group of Board Members and/or Unit-Owners appointed by the Board President to which is delegated specified authority to act on behalf of the Association as to limited, particularly designated subject matters, notwithstanding that the Board of Directors bears ultimate Fiduciary responsibility for the actions undertaken. When the Committee meets to make budget recommendations or to take final action on behalf of the Board of Directors, Notice of the Committee meeting with an agenda shall be provided to Association members as is provided in the case of Board meetings, and the Committee meeting shall be open to Unit-Owner attendance. With Board approval, the President may appoint Standing and Advisory Committees as deemed expedient and to assist in the performance of Association business and activities. Standing Committees and Advisory Committees shall not be required to provide meeting Notices or agendas as required in the case of Board of Director's meetings when not considering budget matters or final action on behalf of the Board, and in such cases Committees are exempt from conducting open meetings
- C. **Enforcement Oversight Committee.** A three (3) member committee appointed by the President to review the imposition of fines and suspensions imposed by the Board of Directors, the make-up of which shall exclude members of the Board of Directors, its officers, their spouses, household members and relatives, one of whom shall be designated as the Chairman of the Committee, each of whom shall serve for such term as the President shall prescribe. The qualifications necessary to serve as Committee members shall be as determined by the President.
- D. **Notices, Standing Committees and Advisory Committees.** Notices and agendas, the same as those required in the case of Board of Director's meetings, are not required when a Committee is not considering budget matters or final action on behalf of the Board, and in such cases these Committees are exempt from conducting open meetings.

Common Elements. All of the Condominium Property, including easements, not located within the defined boundaries of the individual Units and which is not subject to the ownership of any individual Unit, but which is jointly owned by all Unit-Owners.

Common Expenses. All those expenses defined in the Condominium Act as Common Expenses and those items described in paragraph 4, section E of the Declaration of Condominium as Common Expenses.

Common Surplus. The unexpended portion of the Association budget, being the excess of all receipts of the Association collected on behalf of the Condominium, excluding Reserves, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over and above the amount of the Common Expense.

Condominium. The form of ownership of real property created pursuant to the Condominium Act comprised of Units that may be owned by one or more persons, in which there is, appurtenant to each Unit, an undivided share in Common Elements, which name is applied to the collective grouping of three (3) distinct parts: (a)

individual Units, (b) Common Elements and (c) the Condominium Association.

Condominium Documents. The Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations, including any amendments to the aforesaid documents.

Condominium Parcel. A Unit, including an undivided share in the Common Elements appurtenant to the Unit, including an undivided share in the Common Surplus and including the Limited Common Elements designated as a part of the Unit.

Condominium Unit-Owner's Guests. The distinct types of Guests are categorized as follows:

- A. **Guest.** A temporary invitee to a Unit who occupies the Unit by owner or tenant consent, without the payment of consideration, while the Unit-Owner or tenant is present, and who acquires no interest in or rights pertaining to the Unit visited.
- B. **Long Term Guest.** A friend, relative or acquaintance of a Unit-Owner who will occupy a Unit with Owner consent at sufferance, for a designated, extended period when the Owner is not present, based upon an oral agreement, but who acquires no interest in or rights pertaining to the Unit occupied. Occupancy by a Guest shall not exceed thirty (30) days in any consecutive twelve (12) month period. The Board of Directors, in its discretion, may limit the number of Guests permitted to occupy a Unit and further limit the duration of visit, the use of the Association's recreational facilities and Common Areas and impose such other reasonable restrictions upon Guests as it shall deem reasonable and appropriate.
- C. **Condominium Invitee.** A person temporarily entering the Association property by invitation of and with Board or a Unit Occupant's consent.
- D. **Guest Restrictions.** The Association may restrict or prohibit Guest visitation by persons who are convicted felons and registered sex offenders notwithstanding the restoration of their civil rights under Florida law. The Board of Directors, in its discretion, may limit the number of Guests permitted to occupy a Unit, the duration of visits, the use of the Association's recreational facilities and Common Areas and impose such other reasonable restrictions upon Guests as it shall deem reasonable and appropriate, from time to time. Guests must register in writing at the Association Club House upon their arrival. Unit-Owners must notify the Association's Property Manager and the Association Secretary of the names of Guests, their telephone numbers, residential address, if their occupancy will be over night and, the dates thereof. Guests must also apply in writing and obtain written parking authorization using the Association form.

Confidential Data. Confidential or sensitive information that requires care in handling and/or if disclosed and, as provided by Florida Statutes, may cause harm to one or more individuals, including but is not limited to legal and personal matters related to the Association.

Control Documents. The Association's Declaration of Condominium, including all attachments thereto, the Articles of Incorporation, the By-Laws and the Rules and Regulations, as from time to time amended.

Fiduciary. A person or entity occupying a position of trust and confidence who is under a duty to act in good faith for the benefit of others.

Life Estates. A form of Unit ownership wherein the Occupant enjoys residence during his/her lifetime following which the person having the remainder interest becomes entitled to residence.

Limited Common Elements. Those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units and is shown on the Condominium Plot Plan or otherwise specified in the Declaration of Condominium but in which all Unit-Owners have a common interest, such as the preservation of a uniform quality of appearance. PBV Limited Common Elements are ground floor patios, designated storage units and designated garage parking spaces.

Material Alterations, Modifications or Substantial Additions. Modifications or alterations to the Association Common Elements or structures and Limited Common Elements shall be deemed to be Material Alterations or Modifications when such changes palpably or perceptively vary or change the form, shape, elements or specifications of a building or other structure from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance. Such Alterations, Modifications or additions require Condominium Document authorization or specific Unit-Owner approval except where the Material Modifications or Alterations or changes are incidental to the repair, preservation or replacement of existing improvements in the Condominium, in which case such may be approved by the Board of Directors.

Notices. The means of communication by the Association, its agents and the Property Manager with Unit-Owners, their lessees, renters, Guests and Occupants, which shall include written Notice by means of the United States Postal Service, email, hand delivery and written postings on building bulletin boards and/or the club house bulletin board. Notification of Association business may be served by email to all Unit-Owners who have consented thereto in writing and provided their email addresses to the Property Manager and/or the Association Secretary. In addition to other means of service of Notice upon Unit-Owners, Notice pertaining to vehicle violations may be placed upon the subject vehicle under the driver's side windshield wiper.

Occupant. A person who occupies a Unit other than a Unit-Owner.

Operation or Operation of the Condominium. The Administration and management of the Condominium.

Owner's Equity. The Common Surplus, or amount of value arising from the unexpended portions of the Association budget attributed pro rata to each Unit from time to time.

Patio. An Eight (8) foot by four (4) foot outside paving stone terrace attached to and adjacent to first floor Units created by the Declaration of Condominium.

Permissive Occupant. A friend, relative or acquaintance of a Unit-Owner who will occupy a Unit with Owner consent for twenty-one (21) or more days during any calendar year when the Owner is not present. Permissive Occupants must register in writing at the Association Club House upon their arrival and Unit-Owners must provide their telephone number, vehicle registration, the Unit number to be occupied, the duration of their proposed occupancy including the arrival and departure dates and, in addition, convey such information promptly to the Association Property Manager, and the Association Secretary. Such occupancy shall be deemed to be the equivalent of a tenancy by rental or lease requiring the same procedural approval process at inception. Permissive Occupants must also apply in writing for parking authorization using the Association form provided.

Property Manager. A community management services corporation employed by the Association to perform maintenance and managerial services and to assist and advise the Board of Directors in securing vendors and service providers as necessary to carry out the Board's duties to care for the Association property and assets and invest Association funds.

Quorum. The minimum number of Association members or Board members required to conduct business at a membership meeting or Board of Directors meeting.

Rental/Lease Agreement. Any written agreement providing for use and occupancy of a Unit.

Reserves. That portion of Assessments and the association budget which must be set aside and maintained for capital expenses and deferred maintenance, typically including separate funds held for roof replacement, building painting and pavement resurfacing required by the Condominium Act, and which may not be expended for costs other than those of the specific reserve classification.

Rules and Regulations. The primary form of Administration and control of the Association consistent with the By-Laws. The Rules and Regulations are from time-to-time updated and amended by a Rules and Regulations Committee, approved by the Board of Directors and by a majority vote of Unit-Owners in attendance at a duly-authorized and noticed meeting, at which a Quorum is present. A ***PBV Rules and Regulations*** booklet is distributed to all Unit-Owners and other Occupants. Unit-Owners and other Occupants are required to read and comply with all the Rules and Regulations in the booklet.

Rule Violation. The act of doing something that is proscribed or prohibited by a provision of the Condominium Documents or the culpable omission of performing an act required by the Condominium Documents.

Special Assessment. Any Assessment levied against any Unit-Owner other than the Assessment required by the annually adopted budget of the Condominium.

Special Meeting. An Association conclave of a limited scope and purpose that may be held from time to time and which may be called either by the Board of Directors or by a prescribed number of the members of the Association.

Unit. A single residential property as a part of the Condominium which is subject to exclusive ownership.

Unit-Owner. A record owner of legal title to a Condominium Parcel. There can be no more than five (5) persons or entities having an ownership interest in the Unit at any one time.

Voting Certificate. A document which designates one of the record title owners or the corporate, partnership, or entity representative who is authorized to vote on behalf of a Condominium Unit owned by more than one owner or by any entity.

II. **Article V, Section 4** of the above referenced By-Laws has been amended to read as follows:

Section 4. President. The President shall be the Association's chief executive officer and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are usually vested in the office of the president of a nonprofit corporation including, but not limited to, the power to appoint Committees from among the Directors and Unit-Owners, in the President's reasonable discretion, to assist in the conduct of the Association's affairs. The immediate, past year's President shall automatically chair the next and following year's Annual Meeting in lieu of a parliamentary procedure to appoint a specific person to act as chair of such subsequent year's Annual Meeting. Committees so appointed may be either Standing Committees or Advisory Committees.

Committee Designations.

Such Committee appointments shall include appointment of a special Enforcement Oversight Committee to consider and review the imposition of fines or suspensions as may be imposed by the Board of Directors to enforce the provisions of the Association's Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as set forth in Article XV herein below and the appointment of a Rental, Lease and Sales Committee to review rental and lease applications and Unit sales applications and contracts which shall consist of three (3) persons appointed by the Association President, one of whom shall be designated the Chairman of the Committee, each of whom shall serve for such term as the President shall prescribe. Qualifications to serve on the Committee shall be as determined by the President.

III. **Article XIII, Section 1. R.** of the above referenced By-Laws has been amended to read as follows:

R. Unit Sales.

1. All sales of Units must be approved by the Association's Board of Directors or its authorized designee. Sales shall include transfer or conveyance of title by gift or for consideration to persons or an entity not a current Unit Owner and shall include a transfer or conveyance of title to a trust where the new beneficiary is not the current Unit Owner(s);
2. Each prospective Buyer/owner shall, at the seller's expense, be provided with a copy of the most recent Association Annual Report, a governance form explaining the Association Operations, the Frequently Asked Questions and Answers document and a copy of the Declaration of Condominium and any amendments thereto at least seven (7) days prior to entering into a binding sales contract.
3. Prior to the culmination of sale, the seller shall disclose to the prospective Buyer/Owner, in writing, any unpaid assessment(s) attributable to the Unit up to the time of the transfer.
4. Procedure for Board of Directors approval of sales:
 - a. A sales application, together with a copy of the proposed sales contract including all riders and attachments and, a Unit inspection report shall be sent to the Association's Property Manager at least fourteen (14) days prior to the proposed date of closing a sale;
 - b. The Unit shall be inspected for safety, habitability and compliance with Association maintenance requirements set forth in the By-Laws in Article XIII, Section 1., B., by a qualified person or commercial entity, agreed to by the prospective Buyer and seller, who performs home warranty type sales inspections, the expense of which shall be paid as agreed upon by the buyer and seller, and a copy of the report generated by the inspection shall be attached to the sales application submitted to the Association Property Manager; specifying repair necessities, the person responsible for repairs and the allocation of the payment obligation.
 - c. The Property Manager shall transmit the proposed sales contract and accompanying documents to the members of the Rental, Lease and Sales Committee for evaluation, together with a statement as to whether all assessments owed by the Unit have been paid in full or itemizing all unpaid Assessments, and the Rental, Lease and Sales Committee shall evaluate the same for compliance with Association maintenance requirements.
 - d. At the sellers' expense, a criminal background examination of the prospective Buyer/Owner shall be conducted by the Association's Property Manager;
 - e. Following the above procedure, in the event that no impediments to the proposed sale are found, all Association Assessments have been paid or funds necessary for payment are to be held in escrow pending confirmation of sale and the Rental, Lease and Sales Committee's evaluation of the proposed sale is favorable, the proposed sale shall be approved.

- f. In the event the Rental, Lease and Sales Committee identifies deficiencies in the application or accompanying documents then it shall report the same to the Association Property Manager who shall so advise the applicant within ten (10) business days.
- g. If deficiencies so noted by the Rental, Lease and Sales Committee are timely corrected by the applicant an amended application may be filed for approval of the sale;
- h. If the Rental, Lease and Sales Committee, by majority vote, disapproves the sales application, Notice thereof together with the reasons therefor shall be sent within ten (10) business to the Property Manager for transmission to the applicants and a Board Meeting shall be promptly scheduled with Notice as required by law at which an agenda item shall be the disapproval of the contract, and the Board of Directors, by majority vote, shall review and decide whether to follow the prior recommendation of the Rental, Lease and Sales Committee and disapprove the sales application or instead to approve the application. In either event the decision of the Board shall be promptly conveyed to the Association Property Manager and to both the prospective Buyer/Owner and seller.
- i. Upon closing of the sale, the new Unit-Owners shall promptly contact the Association's Property Manager and Association Secretary and provide the following information and documentation to enable updating of the Association's Owners Directory and Voting Roster:
 - (1) The full name of each person having an ownership interest in the Unit;
 - (2) Each new Unit-Owner(s), home address if such Owner(s) intends to be a seasonal rather than a year around Unit resident;
 - (3) Each new Unit-Owner's telephone number and email address;
 - (4) The full name of each person who will be residing in the Unit;
 - (5) If there is more than one Unit-Owner, a Voting Certificate naming the Owner whom all of the new Owners have authorized to vote on behalf of the Unit and designated to receive mail, Notices and correspondence on behalf of the Unit;
 - (6) If a Unit is owned by a corporation, partnership, trust, limited liability company or other entity, the name, address, telephone number and email address of the contact person to whom Association Notices, correspondence and other communications should be sent, together with a copy of the contact person's authorization to act in such capacity, and a copy of the Voting Certificate naming the person designated to vote on behalf of the Unit signed by the Owner's authorized representative.

IV. **Article XV** of the above referenced By-Laws has been amended to read as follows:

ARTICLE XV

VIOLATIONS OF PROVISIONS OF CONDOMINIUM DOCUMENTS

Section 1. General. The violation of a provision of the Condominium Documents by any Unit-Owner or his/her tenant, Guest or invitee shall be grounds for the imposition of penalties as provided by law and in the Condominium Documents, to be assessed by the Association acting through its Board of Directors. A Unit-Owner shall be deemed responsible for a violation resulting either from his/her personal actions or inactions or the actions or inactions of his/her tenant, Guest or of any other person admitted upon Association Property by the Unit-Owner.

The Association may assess penalties and fines for violation of the Declaration of Condominium, Rules and Regulations and/or these By-Laws. In addition, the Association may levy an administration late fee,

respecting payments in default, not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each Assessment or Assessment installment that is delinquent. The Association may also accelerate the due date(s) of Assessments of a delinquent Unit-Owner, including amounts due for the remainder of the budget year in which the claim of lien is filed. In addition, the Association may suspend the voting rights of a Unit-Owner who is more than ninety (90) days delinquent in any monetary obligation of one thousand dollars (\$1,000.00) or more. The rights of such Unit-Owner or his/her tenant and Guests to use of the recreational facilities and other Association Property may be suspended until the delinquent obligation is satisfied.

- A. **Waiver of Rights.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents on any particular occasion shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit-Owners or Directors may waive Notice of specific meetings as provided in the By-Laws.
- B. **Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit-Owners under any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative in nature, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies to the exclusion of other remedies, nor shall it preclude the party from exercising such other additional rights remedies or privileges as may be granted by the Condominium Documents or at law or equity.
- C. **Reporting Violations.** Each Unit-Owner shall have an affirmative duty to promptly report violations of the provisions of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations to the Property Manager, and to the Association's Secretary as soon as possible to enable the Association to timely notify the alleged violator thereof to seek corrective action and to avoid delay and prejudicing the Association's ability to enforce provisions of the Condominium Documents. Notification of violations should include the date, time and location of the violation and, state with clarity the facts regarding the nature of the violation.

Section 2. Enforcement Procedure.

- A. **Authority.** The Board of Directors, by majority vote, shall be the sole Association authority empowered to take action to secure compliance with the provisions of the Association's Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations, and to impose penalties and sanctions for noncompliance therewith. Such authority shall include, but not be limited to the power to impose administrative late fees, fines, suspensions of voting rights, Assessment payment due date acceleration, and suspension of the use of Association facilities including the Club House, swimming pool and tennis court. The Board of Directors shall also be empowered, by majority vote thereof, to institute legal or equitable action to enforce the provisions of the Condominium Documents, as it deems appropriate, or to authorize participation in mediation or arbitration.
- B. **Procedure.**
 - 1. Violations of the Association's Documents should be reported to the Association Property Manager and not to individual Board members or Officers of the Association;
 - 2. Following the report of a violation of the Association's Documents, a FIRST NOTICE thereof shall be served upon the alleged offender(s) by the Association's Property Manager including therein citation of the provision(s) of the Association's Documents violated, a general description of the factual basis thereof and setting a specific deadline for compliance

- with the provision(s) to correct the violation, of not less than fifteen (15) days from the date of the Notice, a copy of which shall be provided to the Association's Secretary;
3. In the event of noncompliance by the deadline, the Property Manager shall so notify the Board of Directors, and a Board of Directors meeting shall be promptly scheduled at which an item on the agenda shall be consideration of the violation(s) and the penalty(s), if any, to be proposed relative thereto.
 4. In such case, by reason of such noncompliance, a SECOND NOTICE of the violation and the particulars of the Board Meeting relating thereto shall be served upon the alleged offender(s), which shall specify the alleged violation(s) and include a description of the factual basis thereof and the penalty(s) proposed to be imposed.
 5. Enforcement Oversight Committee Authority and Procedure.
 - a. Following the imposition of a fine or suspension by the Board of Directors, a THIRD NOTICE of the violation shall be served upon the alleged offender(s) which will specify the alleged violation(s), include a description of the factual basis thereof, include therein the penalty(s) imposed by reason thereof, and the date, time and place of a hearing to be held before the Association's Enforcement Oversight Committee to review and determine the appropriateness of any fine or suspension requiring the Committee's review imposed by the Board. The offender may, but is not required to attend the Committee hearing and, in either case, the Committee shall meet at the appointed time and place and determine the propriety of the fine or suspension imposed.
 - b. With respect to fines or suspensions requiring the Committee's review imposed by the Board, Committee review is limited to either approving or disapproving the fine or suspension imposed, and the Committee shall not have the power or authority to alter or modify the amount of a fine or suspension imposed or the manner or timing of payment thereof. If the Committee does not approve and confirm the fine or suspension by majority vote, the fine or suspension may not be imposed. If the Committee affirms imposition of the fine or suspension, the Board's action is deemed ratified. Committee decisions shall be determined by majority vote. Failure of the Committee to affirmatively vote to sustain a fine or suspension imposed shall constitute a rejection thereof.
 - c. If the fine or suspension is approved by the Committee, written Notice of approval or disapproval of such fine or suspension shall be provided to the offender(s) within seven (7) days thereof, by mail and/or by email to the Unit-Owner and, if applicable, to any tenant, Guest or invitee of the Unit-Owner. Fine payments are due thirty (30) days after the date of the written Notice.
 - d. It is preferred that such Committee hearings be held by personal attendance of all participants, but remote participation may be permitted by the Chairman of the Committee if feasible and for good cause shown.
 6. Following decisions by the Enforcement Oversight Committee, further enforcement action(s), including that available by way of arbitration, mediation or legal proceedings shall be instituted as deemed necessary and appropriate by the Board of Directors.
 7. Enforcement Notices shall be sent to the offending Unit-Owner and to his/her tenants, Guests or invitees as are affected thereby, and to the Association's Board of Directors.
- C. **Enforcement Mechanisms.** The Board of Directors is empowered to impose the following to enforce compliance with the Condominium Documents:
1. Administrative late fee. An administrative late payment fee of the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each delinquent installment shall be assessed in the event a Unit-Owner is more than five (5) days late in the payment of a regular or Special

Assessment.

2. Acceleration of payment due dates. The Association, by its Board of Directors, may accelerate the payment of the Assessments which are due for the remainder of the budget year of a Unit-Owner who is delinquent in the payment of Assessments.
3. Fines. Reasonable fines may be levied by the Association's Board of Directors for the failure of the Owner of a Unit or their tenant, Guest or invitee to comply with any provision of the Association's Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations of the Association, and such fines may be levied on the basis of each day of a continuing violation as a separate violation, with a single Notice with respect thereto, and including therein Notice of the scheduling of a hearing with respect thereto before the Association's Oversight Enforcement Committee to review the propriety of the fine. Fines may not exceed One Hundred Dollars (\$100.00) per violation, or One Thousand Dollars (\$1,000.00) in the aggregate. Fines may be levied against a Unit-Owner, tenant, Guest or invitee. In the absence of timely payment of a fine levied against a Unit-Owner's tenant, Guest or invitee, the Unit-Owner shall be responsible for timely payment thereof.
4. Suspensions.
 - a. The Association, by its Board of Directors, may, suspend, until a Rule Violation is corrected, the right of a Unit-Owner, tenant, Guest, or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any non-monetary provision of the Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations. Suspensions under this subparagraph must be listed as an item on the meeting agenda, approved at a properly noticed meeting of the Board of Directors and affirmed by the Enforcement Oversight Committee.
 - b. If a Unit-Owner is more than ninety (90) days delinquent in the payment of a fee, fine or other monetary obligation due to the Association, the Association may, by properly noticed Board meeting and without conducting a hearing, suspend the right of the Unit-Owner, tenant, Guest, or invitee to use the Association Common Elements, common facilities, or any other Association Property until the fee, fine or other monetary obligation is paid in full.
 - c. The Association may, by properly noticed Board meeting and without conducting a hearing, suspend the voting rights of a Unit-Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than One Thousand Dollars (\$1,000.00) and more than ninety (90) days delinquent upon proof of the obligation to the Unit-Owner. In such case, the Association shall notify the Unit-Owner thereof by written Notice either by hand delivery, U.S. mail or email.
5. Disapproval of Lease and Rental Agreements. The Board of Directors or the Rental, Lease and Sales Committee may, by majority vote thereof, disapprove a Unit-Owner's application to rent or lease his/her Unit if the Unit-Owner is delinquent in the payment of any monetary obligation owed to the Association including, but not limited to unpaid Assessments, fines, late charges, interest, court costs or attorneys fees. Payment of the debt shall eliminate that impediment to rent or lease approval.

In the absence of payment of the debt, in the event that a Unit-Owner disputes, by written Notice thereof to the Association's Property Manager, all or any portion of any such debt, and opts that the Board of Directors make a determination of the validity of the disputed debt and the propriety of its impediment to approval of their rental/lease application in lieu of other legal action then, not later than ten (10) days prior to the desired onset of occupancy, the Unit-Owner may tender the disputed amount in full to the Association's Property

Manager to be held in a non-interest bearing escrow account pending a determination of the validity of the debt and rental/lease application by the Board of Directors.

Such action by a Unit-Owner shall be deemed consent that the decision by the Board shall be a final and binding determination of the validity of the debt. The Unit-Owner's tender of the disputed amount for escrow pending Board decision shall eliminate consideration of the disputed, outstanding debt as an impediment to approval of the lease or rental application. In the event that the Board determines the disputed debt is not owed, the Unit-Owner shall be refunded the escrowed amount. In the event the Board determines the disputed debt is owed, the escrowed amount shall be paid to the Association in satisfaction thereof.

- 6. Common law lien. In the event the Association incurs repair costs or special charges to any of its assets as a result of the actions or inactions of an individual Unit-Owner, or their tenants, Guests or invitees, a common law lien shall be imposed upon the Unit-Owner and shall become a charge upon the Unit until paid in full.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to Bylaws, this 6th day of February, 2026.

PEBBLE BEACH VILLAS, INC.

By: [Signature]
President
Print Name: Jon J. Davis

(CORPORATE SEAL)

ATTEST:

By: [Signature]
Secretary
Print Name: Angelina Walker

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that before me, a Notary Public, personally appeared, in physical presence, Jon J. Davis and Angelina Walker, respectively the President and Secretary of Pebble Beach Villas, 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 6 day of February, 2026.

[Signature]
Notary Public, State of Florida (Affix Seal)

