

245878

CERTIFICATE

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a resolution amending the Bylaws ~~and Articles of Incorporation~~ of The Kentucky Club Condominium Association, Inc., a condominium, according to the Declaration of Condominium recorded in Official Records Book 593 at Page 1404 of the Public Records of Indian River County, Florida, which resolution was unanimously adopted by all members of the Association and by the Directors of the Association at a meeting duly held on the 14th day of January, 1980, in accordance with the requirements of the Bylaws ~~for its amendment~~ and Articles of Incorporation

2. The adoption of the resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED this 29th day of January, 1980.

THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC.

BY John H. Dickson
President

Attest: Jann W. Melloy
Secretary

Witnesses:

Jane S. Demato
Christine Parker

NOTARY PUBLIC
STATE OF KENTUCKY
JAN 29 1980

STATE OF KENTUCKY
COUNTY OF Jay:

Before me, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared John H. Dickson and Jann W. Melloy, the President and Secretary, respectively, known to me and known by me to be the persons who executed the foregoing Articles of Amendment, and they acknowledged before me that they executed those Articles of Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 29th day of January, 1980.

Jayce (Cecilia) Whiffle
Notary Public

My commission expires:
12/19/80

This Instrument Prepared By:
Charles R. McKinnon, Esq.
McKinnon & Stewart, Chartered
Post Office Box 3345
Vero Beach, Florida 32960

59871355

6. FISCAL MANAGEMENT.

The separate condominiums established by the Developer upon the lands described in the Articles of Incorporation will, in fiscal matters, be managed as separate entities and separate accounts shall be maintained for the separate condominiums. Such fiscal management will be governed by the terms and provisions of any agreements made by the Association for the management and operation of said condominiums. However, in the event such agreements are not made, or if they do not contain provisions for fiscal managements, or at the termination of any such agreements, fiscal management will be as set forth in the Declarations of Condominium, supplemented by the following:

6.1. Accounts. The receipts and expenditures of each separate condominium will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be deemed common expenses:

a. Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.

b. Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

c. Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which will include funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2. Budget. The Board of Directors will adopt a separate budget for each condominium for each calendar year that will include the estimated funds required to defray the common expenses of each condominium and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

a. Current expense.

b. Reserve for deferred maintenance, the amount for which will not exceed one hundred fifteen percent (115%) of the budget for this account for the prior year, once an initial reserve is established.

c. Reserve for replacement, the amount for which will not exceed one hundred fifteen percent (115%) of the budget for this account for the prior year, once an initial reserve is established.

d. Proviso. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than a majority of the votes of the entire membership of the Association; and further provided, however, that the Developer shall not be assessed as a unit owner for any capital improvements as long as the Developer holds a condominium unit for sale in the ordinary course of business.

900598 PHE 1356

e. Copies of Budget. A copy of the proposed annual budget and assessments shall be mailed to each member not less than thirty (30) days prior to the Board of Directors' meetings at which the budget will be considered, together with a notice setting forth the time and place of that meeting. Such a meeting shall be open to all members of the Association.

f. Submission of Budget. The Board of Directors may submit the proposed budget to the members for their approval at a meeting of the members called for that purpose.

g. Limitations. As long as the Developer is in control of the Association, the Board of Directors shall not impose an assessment for Current Expense for any year greater than one hundred fifteen percent (115%) of the prior year's assessment unless approved by a majority of the members.

6.3. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in four equal installments on the first day of January, the first day of April, the first day of July and the first day of October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that exceeds such limitation will be subject to the approval of the membership of the Association as previously required by these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal installments on the first day of each month remaining in the year for which an assessment is due.

6.4 Acceleration. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate all remaining quarterly installments of the assessment for the year upon notice to the apartment owner, and then the unpaid balance of that year's assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Assessments for emergencies. Assessments for emergencies that cannot be paid from the annual assessments of common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by a majority of the members, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.6 The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7 An audit of the accounts of the Association will be made annually and a copy of the audit report will be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8. Fidelity bonds may be required by the Board of Directors from all persons 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.

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on February 19, 1980, as shown by the records of this office.

The charter number of this corporation is 740696.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of February, 1980

George Firestone
Secretary of State

598 PAGE 1359

ARTICLES OF AMENDMENT

OF

THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC.

1. Articles II, III and IV of the Articles of Incorporation of The Kentucky Club Condominium Association, Inc., are hereby amended to read:

FILED
FEB 19 1980
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, for the operation of condominiums totalling not more than two (2) in all that may be erected upon the following lands in Indian River County, Florida:

Lot 6, Block 14, THE OCEAN CORPORATION SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 9, public records of Indian River County, Florida,

and

Lots 4 and 5, Block 14, THE OCEAN CORPORATION SUBDIVISION, according to the plat thereof recorded in Plat Book 2, Page 21, public records of Indian River County, Florida.

2.2 The Association will make no distribution of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association will include and be governed by the following provisions:

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2 The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declarations of Condominium for the Condominiums to be operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to its Declarations of Condominium, as they may be amended from time to time, including, but not limited to, the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the condominiums.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the condominium properties.

This Instrument Prepared By:
Charles R. McKinnon, Esq.
McKinnon & Stewart, Chartered
Post Office Box 3345
Vero Beach, Florida 32960

11865

d. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.

e. To reconstruct improvements after casualty and to further improve the condominium properties.

f. To make and amend reasonable regulations respecting the use of the condominium properties.

g. To approve or disapprove the transferring, leasing, mortgaging and ownership of condominium units as may be provided by the separate Declaration of Condominium and the Bylaws of the Association.

h. To enforce by legal means the provisions of the Condominium Act, the Declarations of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the condominium properties.

i. To maintain class actions on behalf of any or all of the condominium unit owners and to institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest.

j. To contract for the management and operation of the condominiums, including its common elements; and to thereby delegate, as may be allowed by law, all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

k. To employ personnel to perform the services required for the proper management and operation of the condominiums.

l. To own and hold fee simple title to lands, within reasonable proximity to the condominiums properties upon which recreational facilities, entranceways, walkways, parking areas, and like facilities are or may be constructed for the benefit of condominium unit owners, and to manage, control and maintain the same; provided, however, that such facilities shall and must be for the use and enjoyment of all apartment owners in any of the condominium apartment buildings to be established upon the real estate previously described herein. The Association shall assess each separate condominium apartment building when completely constructed for its prorata share of the cost and expense of operation and maintenance of said facilities based upon the number of condominium apartments in each condominium apartment building, as that number bears to the total number of apartments in all constructed condominium apartment buildings upon said land.

3.3 All funds, except such portions thereof as are expended for the common expenses of the condominiums, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4 The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

2025 9 8 AME 1361

ARTICLE IV

Members

4.1 The members of the Association will consist of all of the record owners of condominium units in the condominiums, said condominium units being apartments of various types, and after termination of the condominiums shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association, change of membership will be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.

4.4 The owner of each condominium unit will be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

2. The foregoing amendments were unanimously adopted by all members of the Association at a special members' meeting duly held and called on the 14th day of January, 1980.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment, this 29th day of January, 1980.

Joseph H. Dick
President
Jammit M. Molloy
Secretary

STATE OF KENTUCKY
COUNTY OF Jayells :

Before me, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared Joseph H. Dick and Jammit M. Molloy, the President and Secretary, respectively, known to me and known by me to be the persons who executed the foregoing Articles of Amendment, and they acknowledged before me that they executed those Articles of Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 29th day of January, 1980.

James C. Craig
Notary Public

My commission expires:

12/19/80

280598 PHE 1362