

Pebble Beach Villas Condominium Association, Inc.
5100 North Highway A1A
Vero Beach, FL 32963

**Amended and Restated By-Laws
of
Pebble Beach Villas**

January 8, 2024

Amended and Restated By-Laws of Pebble Beach Villas

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PEBBLE BEACH VILLAS, INC.

PREFACE TO BY-LAWS

Authorization of By-Laws. The Declaration of Condominium of Pebble Beach Villas and the Articles of Incorporation of Pebble Beach Villas, Inc. specifically delegate certain powers and authorities to the Association as provided for in the By-Laws of Pebble Beach Villas, Inc. The amended and restated By-Laws shall implement the powers delegated as follows:

A. Declaration of Condominium

1. Section 15 of the Declaration specifies that the making and collection of assessments for common expenses shall be pursuant to the By-Laws.

2. Section 19 F of the Declaration specifies that reasonable regulations concerning use of Condominium Property may be made and amended by the Association in the manner provided in the By-Laws.

3. Section 21 of the Declaration specifies that each Unit-Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws.

B. Articles of Incorporation.

1. Article III. Section 3. 2. G of the Articles of Incorporation states that the transfer of units shall be as provided in the By-Laws.

2. Article III. Section 3. 2. H of the Articles provides for enforcement of governing document provisions by reference to By-Laws.

3. Article III. Section 3. 5 of the Articles states that the powers of the corporation shall be in accordance with the provisions of the By-Laws.

4. Article IV. Section 4. 4 of the Articles states that the manner of voting shall be determined by the By-Laws.

5. Article VIII. of the Articles provides that the number of directors shall be determined as specified in the By-Laws.

6. The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws.

Purpose of By-Laws. The By-Laws are designed to provide both structure and guidance relating to the way the Condominium and the common affairs of the Unit-Owners shall be administered, as required by the Florida Condominium Act and the Articles of Incorporation governing the Association's operation as a corporate entity as required by the Florida not for profit Corporation Act.

The By-Laws are subordinate to the Declaration of Condominium and the Articles of Incorporation. The By-Laws provide for the internal governance of the Association by which it shall fulfill its functions, establish the procedures for discharging the responsibilities of the Association and define the powers and the manner for exercising those powers by the Board of Directors and each of the Association's officers.

Amended By-Laws. These By-Laws have been, *inter alia*, amended to modernize, update, and comply with and incorporate changes to Chapter 718, Florida Statutes. Definitions of terms used in these amended By-Laws and in Florida Condominium Law shall be as provided herein or in Florida Statutes. All Unit-Owners and all persons using or entering the Condominium Property and acquiring any interest in any Unit or the adjacent Common Elements are subject to and shall comply with the provisions and terms set forth in the Condominium Documents.

AMENDED AND RESTATED BY-LAWS OF PEBBLE BEACH VILLAS, INC.

ARTICLE I

DEFINITIONS

Section 1. Identity and Definitions. The following are the amended and restated By-Laws of Pebble Beach Villas, Inc., a not-for-profit corporation under the laws of the State of Florida, hereinafter called “Association”. The corporation was organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, the Condominium Act, which Condominium is identified by the name of PEBBLE BEACH VILLAS, INC, (hereinafter PBV):

- A. The Office of the corporation shall be located at 5100 North Highway A1A, Vero Beach, Florida 32963.
- B. The Fiscal Year of the corporation shall be the calendar year.
- C. The Seal of the corporation shall bear the name of the Corporation, the word “Florida,” the words “Corporation Not for Profit” and the year of incorporation.

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 Committees as deemed expedient and to assist in the performance of Association business and activities.

- C. 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:

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- A. **Guest.** A temporary day-time 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.

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

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.

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.

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 & 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.

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.

ARTICLE II

MEMBERSHIP AND VOTING

Section 1. Association Membership. Each Unit-owner is a member of the Association. No other person is entitled to membership in the Association.

Section 2. Voting Rights. Except as limited in these By-Laws, each Unit-Owner shall be entitled to one vote at any Association meeting of Unit-owners for each Unit owned. In the case of a Unit owned by more than one Owner the voting rights associated with that Unit shall be exercised only as a single vote.

- A. Evidence of Ownership and Qualification for Voting Purposes. No Unit-Owner shall be entitled to vote at any Owners' meeting until he/she has presented evidence of ownership of a Unit and is good standing. The vote of each Unit-Owner may be cast by only one individual representative designated by the Unit-owner in the notice required in subsection B below.
- B. Designation of Voting Representative. Each Unit with multiple Unit-Owners shall file a voting certificate with the Association designating the individual representative who shall vote at Owners' meetings and receive all notices and other Association communications on behalf of the Unit-Owners. The certificate shall state the name and address, email address and telephone number of the designated individual representative and the number of the Unit owned.
- C. Voting Method. Votes may be cast in person, electronically, or by directed proxy. The Board of Directors may permit the casting of votes by mail, email, facsimile, personal delivery, electronic transmission or by other Board-approved means consistent with the Condominium Act. Any written votes or other votes cast by permitted means must be filed with the Association's Secretary or the Association's management agent at or before the appointed time of the onset of the Association meeting or voting deadline if no meeting is held.

- D. Voting Provisions. Unless otherwise provided herein, any action that could be proposed at a membership meeting at which a quorum is present shall be authorized by the vote of a simple majority of the votes cast.

Section 3. Electronic Voting Procedure. The Condominium Association may conduct elections and other membership voting through an Internet-based online voting system. The Association is authorized to explore and develop such a system providing for a method of authentication of the identity of the voting member and comporting with the requirements of Florida Statutes. To participate in electronic voting each owner must consent in writing.

Section 4. Life Estate. A Unit may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant during his/her lifetime, shall be the only Association member from such Unit entitled to vote and use the Association facilities, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holder(s) of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant during his/her lifetime shall be liable for all Assessments and charges against the Unit. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent of approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting as occupancy rights.

ARTICLE III

ASSOCIATION MEMBERSHIP MEETINGS

Section 1. Place and Protocol of Meetings. Association Membership Meetings shall be held at any suitable and convenient place as the Board may designate. Association meetings shall be in accordance with the Condominium Documents, and the Florida Condominium Act. A Unit-Owner may address the Board or Unit-Owners at membership meetings for up to five (5) minutes when recognized by the Board President. Any person violating the rules of order governing the meeting may be excluded from participation or removed from the meeting.

Section 2. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. Unit-owners shall be considered in attendance if they are physically present at the meeting, if they have appointed a Proxy who is physically present at the meeting or if they participate electronically.

Section 3. Annual Meetings. Annual members' meetings shall be held at 10:00 A.M., Eastern Standard time on the second Monday of January each year for the purpose of electing Directors and transacting any other business referred to in the notice of meeting and authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

Section 4. Special Meetings. Special meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

Section 5. Proxies. Votes may be cast in person, electronically or by proxy. A proxy may be made by any Unit-Owner entitled to vote. Such proxy shall be valid only for the particular meeting designated in the proxy and any adjournments thereof, and it must be received by the secretary or other authorized representative of the Board before the appointed date and time of the meeting or any adjourned meeting.

Section 6. Order of Business. The order of business at annual members' meetings and, so far as applicable at other members' meetings, shall be as follows:

- A. Calling of the roll
- B. Certifying of proxies
- C. Proof of notice of meeting or waiver of notice
- D. Approval/disapproval of prior meeting Minutes, or as amended
- E. Reports of Officers
- F. Reports of Committees
- G. Unfinished Business
- H. New business
- I. Confirmation of Directors (if applicable)
- J. Election of inspectors of election (Annual meeting only)

K. Election of Directors (Annual meeting only)

L. Adjournment

Section 7. Notice of Meetings. The Secretary or other Board authorized person shall mail, send electronically or personally serve each Unit-Owner with a notice of each ANNUAL or SPECIAL MEMBERSHIP MEETING stating the purpose as well as the time and place where it is to be held at least fourteen (14) but not more than sixty (60) days prior to the meeting. The notice of the ANNUAL or SPECIAL MEMBERSHIP MEETING shall be sent to each Unit-Owner at the address requested by the Unit-owner. All meeting notices will also be posted on the bulletin boards of each condominium building at least fourteen (14) days prior to the meeting.

Section 8. Remote Communication Meetings. Unit-Owners may participate in Association meetings by a conference, telephone or by other means of remote communication through which all persons participating in the meeting are able to communicate with each other, if the Board authorizes such participation and if the means of remote communication permitted are specified in the notice of the meeting. Unit-Owners participating in a meeting by means of remote communication are considered present in person and may vote at the meeting following procedures established by the Board of Directors.

Section 9. Adjournment for Lack of Quorum. If any meeting of Unit-Owners cannot be held because a quorum is not in attendance or represented, the Unit-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 10. Minutes. The Association shall keep Minutes in writing and electronically of the proceedings of all Association meetings and, when approved and signed by a member of the Board, these Minutes shall be presumed to accurately represent the matters set forth therein. Approved Minutes shall be timely posted on the Pebble Beach Villas Website and will be maintained as part of the Association's records. A recitation in the Minutes of any meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Qualification and Number of Directors. The affairs of the Association shall be managed by a Board of seven (7) Directors. All Directors must be Unit-owners, trustees of trusts owning Units or officers or directors of business entities owning Units. No Co-owners of the same Unit or multiple Units may serve on the Board of Directors at the same time. A Director or Officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to these By-Laws.

Section 2. Term of Directors. The respective terms of office for the Directors are staggered. In alternate years groups of four or three Directors shall be elected for two (2) year terms. Group I (four Directors) must reapply or be elected in even years, and Group II (three directors) must reapply or be elected in odd years. No Director may serve more than eight (8) consecutive years after July 1, 2018. All Directors shall hold office until their successors have been elected. Outgoing Board members must relinquish all official records and other Association property within five (5) days of leaving the Board of Directors.

Section 3. Election of Directors. Election of Directors shall be conducted as follows:

- A. The regular election of Directors shall occur as the last item of business at the annual meeting.
- B. Not more than 60 days before a scheduled election, the Association shall mail, email or deliver, whether by separate Association mailing or included in another Association mailing or by delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before the scheduled election. Not less than 14 days before the election, the Association shall mail, email or deliver a second notice of the election to all Unit Owners entitled to vote

therein, together with a ballot that shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches.

C. There is no quorum requirement necessary for an election; however, at least 20% of the Voting Interests of the Association must cast a ballot in order to have a valid election, and elections shall be decided by a plurality of those votes cast.

D. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the prequalified candidates shall automatically become members of the Board after the annual meeting.

E. The Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws relative to election procedures is sufficient.

F. The election shall be by a plurality of votes cast. Each Unit-owner is entitled to cast one vote for each vacancy to be filled. There shall be no cumulative voting.

G. When the number of candidates is greater than the number of open Board positions, those receiving the highest number of votes shall be elected.

H. If additional open Board positions remain, the Board of Directors will vote at a Board of Directors meeting to appoint a Unit Owner to fill each open position.

Section 4. Management and Administration. The Board of Directors shall manage and administer the affairs of the Association, as provided in the Condominium Documents, including but not limited to:

A. Collecting Assessments. To collect assessments from the Unit-owners and to use the proceeds for the Association's purposes.

B. Insurance. To contract for and carry insurance and collect and allocate the proceeds.

C. Rebuild Improvements. To rebuild improvements after casualty or

deterioration in the manner set forth in the Condominium Documents.

D. Contract and Employ Persons. To contract for, employ and compensate persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.

E. Borrow Money. To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the Association's business and to secure the same by mortgage, pledge, or other lien on property owned by the Association; however, any such action shall also be approved by the affirmative vote of the majority of the votes cast at a membership meeting.

F. Assign Right to Future Income. To assign its right to future income, including the right to receive Unit-owner assessment payments.

G. Enforce Documents. To enforce the Condominium Documents.

H. Administrator. To perform all acts required of or permitted to the Association as administrator of the Association under the Condominium Documents and under the Condominium Act.

I. General. To enter into any kind of activity, to make, perform and contract for and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium properties and the Association.

J. Association Power. To purchase, lease and mortgage Units.

K. Emergency Powers: Action Without Meeting. To mitigate damage to PBV properties in an emergency, the President and other Board members are authorized to act without a meeting. The emergency powers include making financial commitments and must be exercised in good faith with prudent care and in the best interests of the Association.

L. Incidental Modifications and Alterations. The Board of Directors may make material changes without Unit Owner approval or express provision of the Association's governing documents if the material modifications or alterations are incidental to the repair, preservation or replacement of existing improvements in the condominium.

M. **Misrepresentation of Authority.** The only person(s) empowered to act for or on behalf of the Association and to represent the Association collectively, as a whole, in any manner or capacity, are its duly elected officers and members of its Board of Directors. Unit Owner(s) not specifically authorized by the Board of Directors to do so shall not hold himself/herself out as being empowered to represent the Association in any manner whatsoever or purport that he is authorized to act on behalf of the Association. Any purported agreement, contract or negotiation made by such an unauthorized person is *ultra vires* and a nullity, shall be held for naught and shall not bind the Association in any manner.

Section 5. Professional Management. The Board of Directors may employ for the Association a professional management agent to perform those duties and services as the Board shall authorize, including but not limited to, the duties listed in the Condominium Documents. The Board may delegate to the management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by the Board or to have the approval of the Unit-owners. The Board shall not be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon ninety (90) days' written notice to the other party. The Board may not hire an attorney who represents the Property Manager.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by Unit-owner vote shall be filled by majority vote of the remaining Directors, even though they may constitute less than a quorum of four (4) Directors. Each person so appointed shall be a Director until the end of the term of the Director whom he/she has replaced and a successor is elected at the Association's annual meeting.

Section 7. Removal of Directors. At any Annual or Special Association meeting duly called and held for that purpose, upon notice, any one or more of the Directors may be removed without cause by the affirmative majority vote of all Unit-owners, and a successor may then and there be elected to fill the vacancy created. Any director whose removal has been proposed by the Unit- owners shall have an opportunity to be heard at

the meeting.

Section 8. First Meeting of New Board: Organizational Meeting. The first meeting of a newly elected Board, the Organizational Meeting, shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting wherein these Directors were elected. No notice shall be necessary to the newly elected Directors to convene and to constitute a lawful meeting, provided a majority of the entire Board is present at such a meeting. At this Organizational Meeting, the newly elected Board members shall elect its Association Board Officers by majority votes.

Section 9. Regular Board Meetings. Regular Board of Directors Meetings may be called at times and places as shall be determined by the President or a majority of the Directors. At least two (2) meetings shall be held during each fiscal year. Notice of regular Board Meetings shall be given to each Director via electronic transmission at least three (3) days prior to the date of the meeting unless such notice is waived by the Director. Unit owners shall be notified prior to any Board Meeting.

Section 10. Special Board Meetings. Special meetings of the Board of Directors may be called upon three (3) days' notice to each Director and given via electronic transmission, mail or hand delivery. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or other appropriate officer in like manner and on like notice on the written request of three Directors. Unit-owners shall be notified prior to any Special Board Meeting.

Section 11. Waiver of Notice. Before or at any Board meeting, any Director may in writing or orally waive notice of the meeting and the waiver shall be deemed equivalent to the giving of the notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of the notice. If all the Directors are present at any Board meeting, no notice shall be required, and any business may be transacted at the meeting, unless specifically restricted by the Condominium Documents. All notices of Board meetings shall be posted on Condominium Property at least forty-eight (48) hours prior to the meeting.

Section 12. Quorum and Voting by Directors. The presence in person, telephonically or via teleconference of a majority of the Directors at a meeting shall constitute a quorum for the transacting of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director appearing in person is presumed to assent to action unless voting against the action. If at any Board meeting there is less than a quorum present, the majority of those present may adjourn the meeting. From time to time, upon resumption of any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Closing of Board of Director Meetings to Members: Confidential Data. The Board of Directors may under certain circumstances close a portion or all of any Board meeting to Unit-Owners, but only when it is required to address confidential matters. A Unit-Owner has the right to inspect, and make copies of, such Minutes of the meetings of the Board of Directors, provided that the Minutes do not reference confidential data.

Section 14. Remote Communication Participation. Board members may participate in any meeting by means of conference telephone or teleconference through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by these means constitutes such members presence in person at the meeting.

ARTICLE V

OFFICERS

Section 1. Designation. The Association officers are a President, Vice President, Secretary, and Treasurer. The Directors may appoint other officers as they may deem necessary. Any two offices except that of President and Vice President may be held by one person. All Officers must be members of the Board of Directors and Officers shall serve without compensation.

Section 2. Appointment. The Board of Directors shall appoint the Association's officers annually at its organizational meeting, and all Officers shall hold office at the Board's discretion, by majority vote of the Board.

Section 3. Removal. The Board of Directors may remove any Officer either with or without cause, and the successor to the removed Officer may be appointed at any Board meeting called for such purpose, by majority vote of the Board.

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.

Section 5. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President can act, the Board of Directors shall appoint some other Board member to do so on an interim basis. The Vice President shall also perform those other duties as shall from time to time be imposed by the President or the Board of Directors when acting in the President's absence or disability.

Section 6. Secretary. The Secretary shall keep the Minutes of all Board and Association meetings, maintain a record of the Minutes and of any books and other records as the Board of Directors may direct, and shall perform all duties normally incident to the office of the Secretary. The Secretary shall also insure Board compliance for records management. The Board may assign and delegate selected secretarial duties as it determines necessary to a Property Manager, for administrative support.

Section 7. Treasurer. The Treasurer shall keep and preserve full and accurate accounts of all receipts and disbursements in the Association's books. The Treasurer shall monitor monthly financial results and recommend, as appropriate, necessary action of the Board. The Treasurer shall also be responsible for depositing all money in the name of and to the Association's credit, in depositories that the Board may designate from time to time. The Board may assign and delegate any or a portion of such duties, as it determines

necessary and appropriate, to a Property Manager for administrative and financial accounting. The Treasurer will work with the Property Manager to recommend and prepare draft and final annual budgets for Board approval.

ARTICLE VI

ASSESSMENTS

Section 1. Taxes and Assessments. Property taxes and special assessments by governmental authorities imposed on Units are assessed separately against the individual condominium parcels and not upon the condominium property as a whole. Each Unit-Owner is separately responsible for payment of these taxes and special assessments.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the budget requirements, including:

- A. Annual Budget-Related Assessments. The Board of Directors shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming years that may be required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. The Board may determine a budget to provide for operating account balances equal to three months cash flow. An excess of three (3) months assessment shall be determined to be a common surplus and shall be used to reduce the next year's assessments. Any adopted budget shall include an allocation to reserve funds for repairs and replacement of those Common Elements that must be replaced on a periodic basis, as provided in Reserve Fund requirements identified below. Upon the Board of Director's adoption of the annual budget, copies of the budget shall be sent to each Unit-owner. The assessment due from each Unit-owner for each month shall be established pro rata based upon the budget. The failure to provide a copy of the budget to each Unit-owner shall not affect or in any way diminish the liability of any Unit-owner for payment of any existing or future assessments.
- B. Special Assessments. The Board of Directors shall have the authority to

increase the regular assessment or levy special assessments as it deems appropriate and necessary, provided that the same are only for the following purposes: (1) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (2) to provide repairs or replacements of existing Common Elements; (3) to provide additions to the Common Elements as authorized in these By-Laws; (4) for any emergencies; or (5) to replenish operation funds or reserves for any previous year deficits.

C. Reserve Funds. In addition to annual operating expenses, the Association's budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The definitions of each Reserve Funds category are articulated in each annual budget.

Section 3. Payment of Assessments and Penalty for Default. All assessments levied against the Unit-owners shall be apportioned among and paid by the Unit-Owners in accordance with the percentage of ownership of Common Elements allocated to each unit in the Declaration of Condominium. Annual assessments shall be payable by Unit-Owners in twelve (12) monthly installments. Special Assessments shall be payable and due as determined by the Board of Directors. Payments received more than 10 days after the due date shall be in default and as such shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid.

When a Unit is being rented by an Owner who is delinquent in any obligation due the Association, the Association may collect the delinquent sums from the Unit-occupant. The payments sought from the Unit-occupant by the Association shall be limited to the unpaid, delinquent amount, any late fee due from the Unit owner, interest and any attorney's fees and costs incurred and, when paid, shall be credited as payment made by the Unit owner. Such payment shall first be applied to payment of attorney's fees and costs, if any, then to any late fee imposed, then to interest as has accrued, if any, and lastly to the principal sum owed. The act of rental or lease by a delinquent Unit-Owner shall constitute an assignment to the Association of rents payable by the Unit-occupant to the

Unit-Owner, to the extent of the delinquency. The Association must first make a written demand on the Unit-occupant for payment.

Section 4. Application of Payment of Delinquent Assessment. Claim of Lien. The association shall have a lien for all unpaid assessments and shall evidence and reflect its claim for a delinquent assessment or assessment installment by filing a “claim of lien” with the Clerk of the Circuit Court in Indian River County. Prior to filing the claim of lien, however, the delinquent Unit-owner shall receive thirty (30) days’ written notice by certified mail and regular first-class mail of the Association’s intent to make the filing.

Section 5. Waiver of Use or Abandonment of Unit. Unit-owners shall not be exempt from assessment or liability for their contribution toward the expenses of the Association by waiver of the use or enjoyment of the Common Elements or by the abandonment of their unit.

ARTICLE VII

FINANCES, BOOKS AND RECORDS

Section 1. Fiscal Year. The Association’s fiscal year shall be an annual period commencing January 1st and ending on December 31st each year. The Association’s fiscal year is subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. Banking; Investments of Funds. Association funds shall be deposited in a bank, credit union, or other depository as the Board may designate and shall be withdrawn only upon the check or order of such Association officers, employees or agents as are designated by Board resolution from time to time. Association funds shall only be held in accounts that are fully insured or backed by the full faith and credit of the United States Government.

Section 3. Unit-owner’s Share of Funds. A Unit-Owner’s share in the Association’s funds and assets cannot be assigned, pledged or transferred in any manner except as a Unit appurtenance.

Section 4. Association Records and Books. The Association shall maintain current copies of the Condominium Documents. The Association shall also keep detailed books

of accounts showing all expenditures and receipts of administration of the Condominium, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on the Association's and the Unit-owners' behalf. The Association's books shall be maintained in accordance with the Florida Condominium Act. The Association shall maintain separate records related to receipts and expenditures for operating expenditures and separate records related to receipts and expenditures for all reserves.

Section 5. Audit or Review. The Association shall have its books, records and financial statements independently audited or reviewed on an annual basis, within ninety (90) days of year's end, by a certified public accountant. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The audit report shall be mailed or electronically delivered to all unit owners by April 30 of each year and also be posted on the Association's website.

ARTICLE VIII

ALTERATIONS AND MODIFICATIONS

Section 1. Alterations and Restrictions. No Unit-Owner may make alterations in exterior appearance or make material structural modifications to any Unit, including interior walls through or in which there exist easements for support or utilities, or make changes in the appearance or use of any of the Common Elements.

Section 2. Alterations or Modifications to Facilitate Access to or Movement within a Unit. The Association shall have no duty to provide for alterations or modifications within the Unit.

Section 3. Sound Conditioning. A Unit-owner shall not damage, attach anything to, or alter walls between Units to compromise sound deadening.

Section 4. Installation of Antennas/Satellite Dishes. The installation of antennas, direct broadcast satellites and other similar technologies on common elements is not permitted.

Section 5. Unit Maintenance. Article XIII of the By-Laws identifies Unit-owner

responsibilities for maintenance and care of Units. Requirements identified in Sections 1 and 2 above must be adhered to when complying with requirements of Article XIII.

Section 6. Doors, Windows, Shutters. The Board shall adopt for each unit uniform specifications, including color, style and other factors deemed relevant by the Board.

Section 7. Patios and Ground Floor Terraces. Unit-Owner's ground floor patios, or terraces, shall be no larger than eight (8) feet in width and four (4) feet in depth, shall be attached to the Unit and shall be constructed of paving stones of a style, color and shape as have previously been in use on Association grounds. Unit Owners having ground floor patios shall be responsible to maintain their patios at such owner's expense, in a continuous presentable, neat and orderly condition.-Nothing, however, may be attached to the exterior walls of the Unit.

Section 8. Easements. The Association shall have the authority to create easements or effect settlements to address and resolve encroachments issues.

Section 9. Encroachments. If any existing ground floor Unit's limited common element patio, not exceeding twelve (12) feet by eight (8) feet in size and exceeding the original dimensions provided in the Declaration of Condominium, encroaches upon any portion of the Common Elements within such area or adjacent thereto, an easement shall exist to permit the patio as so configured to remain for so long as such encroachment shall persist in a continuous, unaltered state, but in the event such patio extension is not properly maintained, ceases to exist or falls into disrepair, such easement shall thereupon cease and determine and the encroachment shall be extinguished.

Section 10. Electric Vehicles. A Unit-Owner is permitted to install an electric vehicle charging station within the boundaries of his/her Limited Common parking garage. Such installation is only permitted if all requirements of Florida law and PBV By-Law provisions and rules are fully satisfied.

Section 11. Electric Vehicle Charging Stations. It is permissible for Unit-Owners to install an electric vehicle charging station within the garaged, limited common element parking space assigned to such Unit Owner. Such electric vehicle charging stations shall comply with Florida statutory requirements, including the following conditions and

Pebble Beach By-Laws and Rules and Regulations:

- A. The installation must not cause irreparable damage to the condominium property;
- B. The electricity for the electric vehicle charging station must be separately metered or metered by an embedded meter and payable by the Unit-Owner installing such charging station, or his or her successor.
- C. The Unit-Owner who is installing an electric vehicle charging station is responsible for the costs of installation, operation, maintenance and repair including, but not limited to sufficient hazard and liability insurance, payment of the costs of which the Association may enforce as provided by Florida Statute.
- D. If the Unit-Owner or his or her successor decides there is no longer a need for the electric vehicle charging station, such person is responsible for the cost of removal of such station, payment of the costs of which the Association may enforce as provided by Florida Law.
- E. The Unit-Owner installing, maintaining, or removing the electric vehicle charging station is responsible for complying with all federal, state or local laws and regulations applicable to such installation, maintenance or removal.
- F. The Unit-Owner must comply with all bona fide safety requirements, consistent with applicable building codes and recognized safety standards for the protection of persons and property.
- G. Installation, maintenance and removal of electric vehicle charging stations must comply with reasonable architectural standards adopted by the Association that govern the dimensions, placement, or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof.
- H. The Unit-Owner shall provide a certificate of insurance naming the Association as an additional insured on the owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the Associations approval to install such charging station or notice to provide such a certificate.

- I. The Unit-Owner shall reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the Association's insurance premium invoice.
- J. The Association may provide for the installation of an electric vehicle charging station on the common elements as provided by Florida statute, by Board of Directors approval and without the necessity of a unit owner vote.

Section 12. Hybrid Vehicles. Owners of Hybrid Vehicles shall pay to the Association the sum of Fifty Dollars (\$50.00) per month to defray the increased costs of monthly electric service to the common elements paid by the Association. The Unit-Owner shall pay the cost of replacing breaker panels and 120 volt outlets with 240 volt outlets as may be required to accommodate electrically charging of hybrid vehicles.

Section 13. Parking Space Allocation. Nine (9) outdoor parking spaces are hereby established in a row, end to end, south of F Building along the existing line of fencing and shrubbery.

Section 14. Attics. Second floor Unit-Owners desiring to have insulation installed in the attic of their respective Unit may do so at the Unit-Owner's expense using materials commonly used for such purpose in the industry and approved by the Board of Directors in advance of installation. Second floor Unit-owners shall not use attic space for storage and shall not obstruct attic movement or access by workmen. Second floor Unit-Owners shall not vent clothes driers into the attic but must instead vent directly to the outside.

ARTICLE IX

INSURANCE

Section 1. Extent of Coverage; Responsibility for Coverage. Association Responsibilities.

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- A. **Casualty.** The Association shall maintain property insurance for all Common Elements that the Association has responsibility for maintaining, repairing and replacing in an amount equal to one hundred percent (100%) of the current replacement cost as determined by an independent insurance appraisal at least once

every thirty-six (36) months, excluding foundation and excavation costs, and with a maximum deductible amount, determined by the Board consistent with industry standards and prevailing practice for communities of similar size and age and having similar construction and facilities in the locale where the Condominium is situated, all as approved annually by the Board of Directors.

B. Liability, Worker's Compensation, Fidelity Bond, Directors and Officers, and Other Required Coverage. The Association shall also carry

1. liability insurance with coverage in amounts to be determined by the Board for a single occurrence.
2. worker's compensation insurance, where applicable;
3. fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to the maximum amount that will be in the custody of the Association or its management agent at any one time, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all Association officers, directors, and employees and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association. If the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own at Association cost before handling any Association funds;
4. directors and officers Liability coverage; and any other insurance as the Board of Directors deem advisable.

C. Umbrella Insurance. The Association may purchase an umbrella insurance policy that covers any risk the Association is required to cover but is not otherwise covered due to lapse or failure to procure.

D. Benefited Parties. All insurance shall be purchased by the Association for the benefit of the Association, the Unit-owners, and their mortgagees, as their interests may appear.

E. Insurance Records. All information in the Association's records regarding Common Element insurance coverage shall be made available to all Unit-owners and mortgagees upon written request.

F. Cost of Insurance. All premiums for insurance purchased by the Association shall be expenses of Condominium administration.

G. Proceeds of Association. Casualty Insurance Policies. Proceeds of all Association insurance policies shall be received by the Association, deposited and held in a separate

account at a bank designated by the Association Board and distributed to the Association, the Unit-Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium is required, the proceeds of any insurance that the Association receives as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

H. Limitations on Association Liability. The Association's insurance coverage must exclude all personal property within the Unit or Limited Common Elements as well as floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, window treatments including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such unit. Such property and any insurance thereupon are the responsibility of the Unit-Owner.

I. Unit-Owner Responsibilities. Unit-Owners are directed to consult with their own insurance advisors to determine what additional insurance they should obtain upon their Units and Common Elements and Limited Common Elements at their expense in addition to the coverage carried by the Association. Each Unit-owner shall as they obtain all risk insurance coverage for:

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1. all those Common Elements and items that the Unit-Owner is assigned repair and replacement responsibility including, without limitation, all drywall, windows, door-walls, patios, decks, and utility systems serving the individual unit;
 2. the interior of their Unit, including all fixtures, equipment, and trim located within the Unit;
 3. personal property located within a Unit or elsewhere in the Condominium;
 4. all improvements and betterments to the Unit and Limited Common Elements;
 5. personal liability and property damage for occurrences within a Unit or upon its Common Elements and Limited Common Elements to which the Unit-Owner is assigned responsibility;
 6. alternative living expense in event of fire or other casualty;
 7. any insurance deductible or uninsured amount that the Unit-

Owner may be required to pay under these By-Laws;

8. all improvements and betterments to the unit and Limited Common Elements.
9. any insurance deductible or uninsured amount that the Unit-Owner may be required to pay under these By-Laws.
10. Loss of any rental income.

J. Waiver of Subrogation: Cross-Liability Endorsements. The Association and all Unit-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Unit-owner contains provisions whereby the insurer waives its right of subrogation as to any claims against any Unit-owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Unit-owners as a group to another Unit-owner.

K. Association as Attorney-in-Fact. All Unit-owners are deemed to appoint the Association as their true and lawful attorney-in-fact to act on their behalf regarding any insurance matters pertinent to the Association. Without limiting the generality of the previous sentence, the Association shall have full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Unit-owners and respective mortgagees, as their interests may appear, subject to the Condominium Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of the Unit-Owner and the Association as necessary or convenient to the accomplishment of the foregoing.

ARTICLE X

MORTGAGES

Section 1. Notification of Mortgage. Any Unit-Owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain the information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any unit, report any unpaid

assessments due from the Unit-Owner of the Unit.

Section 2. Notification to Mortgagee of Insurance Company. Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the “Mortgages of Units” book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage for vandalism and malicious mischief and the amounts of coverage.

Section 3. Possession of Unit. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other charges due and owing to the Association by the Unit-Owner, or former owner, if any, have been paid in full. Possession shall also be subject to all other Association requirements pertaining thereto.

ARTICLE XI

INDEMNICATION

Section 1. Indemnification. The Association shall indemnify any Director, Officer, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or committee member of the Association, against expenses (including attorneys’ fees and appellate attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, lawsuit, or proceeding unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) the court also determines specifically that indemnification should be denied. The

termination of any action, lawsuit, or proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Directors, Officers and committee members as permitted by Florida Law.

Section 2. Directors,' Officers' and Committee Members' Insurance. The Association shall provide liability insurance for every Director, every officer and committee member of the Association for the same purposes provided above in Section 1 and in amounts as may reasonably insure them against potential liability arising out of the performance of their respective duties. No Director, officer or committee member shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided to a Director, officer or committee member is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director, officer or committee member shall be reimbursed or indemnified only for the excess amounts recoverable under Section 1 above or other applicable statutory indemnification.

ARTICLE XII

COMPLIANCE AMENDMENTS

Section 1. Compliance with Condominium Documents. The Association and all present or future Unit-Owners and their Unit-occupants are subject to and shall comply with the Condominium Documents and the Florida Condominium Act. If any provisions in the Condominium Documents conflict with the provisions of the Florida Condominium Act, the Statutes shall take precedence.

Section 2. Amendment. The By-Laws, may be amended as follows:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. A resolution adopting a proposed amendment may be proposed by a majority of the Board of Directors or a majority of the members of the Association Except as elsewhere provided, such amendment approvals must be by an affirmative vote of at least two-thirds (2/3) of all those voting in person, electronically or by proxy at a meeting in which a quorum has been established.

C. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment, which certificate shall be executed by the officers of the Association. The amendment shall be effective when such certificate of the amendment is recorded in the Public Records of Indian River County, Florida.

ARTICLE XIII

RESTRICTIONS, USE AND CARE

Section 1. Use and Care of Unit.

- A. **Single Family Use.** No Unit shall be used for other than a single-family residence. No Unit may be divided or subdivided into a smaller unit or any portion sold or otherwise transferred. No Unit may be enlarged by combination with all or a portion of another contiguous or adjacent Unit or a Unit above or below a Unit, into a single living space. No garage space may be enlarged by combination with all or a portion of another contiguous or adjacent garage unit.
- B. **Required Unit Maintenance.** Each Unit-Owner is responsible at his/her expense for all maintenance, repairs and replacements in the Unit and in certain Limited Common Elements. The Unit-Owner's responsibilities include, without limitation:
 - 1. Maintenance, repair, and replacement of screens, screen and storm doors, windows, window glass and window frames, including caulking, hurricane shutters, impact glass, code-compliant hurricane doors/windows, including code-compliant updates.
 - 2. The main entrance door to the Unit, its locks and door hardware

and its interior surfaces, including painting and, if necessary, replacement.

3. All doors within and for Unit access.
4. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets, including connections, located partially or entirely within the Unit or serving only the Unit. Drain line maintenance shall be a joint responsibility of affected upstairs and downstairs owners.
5. The circuit breaker panel and all electrical wiring going to the unit from the panel.
6. Appliances, water heater, smoke alarms, vent fans and garage door openers and associated equipment.
7. All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively, both inside and outside the Unit.
8. Carpeting and other floor coverings.
9. Window hardware and locks.
10. Shower pans.
11. The main water shut-off valve for the unit water supply, whether inside or outside the Unit.
12. Built-in cabinets, other facilities or fixtures that are located or contained entirely within the Unit and serve only that unit.
13. Limited Common Elements: Designated garage space, Designated storage area, and Ground-floor Unit patio and their contents.
14. All elements of Units that are externally visible must comply with PBV standards related to color, design, and functionality.
15. All wall, ceiling and floor moldings, except baseboard molding.
16. Insulation for attic Unit is responsibility of Owner.

- C. **Teleworking**. As an accommodation by the Association, a Unit-Owner may work from his/her home office, provided this work does not
- a. include the presence of any employees within the Unit

- b. interfere with the rights and ways of neighboring Unit-owners
- c. adversely impact other Unit-Owners in their enjoyment of PBV
- d. involve the storage of bulk goods for resale
- e. create pedestrian or vehicular traffic or congestion by delivery people, customers, users or beneficiaries of the services being performed
- f. add additional expenses, requirements, or burdens on the Association
- g. constitute a violation of any ordinances or regulations of Indian River Shores or the Condominium Documents.

D. Common Elements. The Common Elements shall be used only for their intended purpose, to furnish services and facilities for the Unit-Owners.

E. Private use of Association Electric Power Sources Prohibited. No Unit Owner shall tap into or access Association common area electricity sources or outlets for such Unit Owners personal, sustained, and continuous use to provide power to the interior of a Unit. Unit Owners are permitted to use common area or limited common area electricity sources for powering garage door openers. Other temporary and intermittent accessing of common area power sources through garage door opener plugs and outlets to provide power for periodic outdoor use is permissible. A violator of this provision may, in addition to other penalties provided, be required to pay monetary damages to the Association based upon electricity usage and repair costs.

F. Nuisances. Any source of annoyance to residents that interferes with the peaceful possession and proper use of the property is unacceptable in all parts of the Condominium property.

G. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium property.

H. Leasing and Rental.

I. Procedures and approval for Lease/Rental:

1. The renting/leasing of Units shall conform to disclosure and compliance requirements as specified in the Pebble Beach

Villas Rules and Regulations.

2. A Lease/Rental Approval Application, available on the PBV Website (www.pbvillas.org) shall be completed and submitted as specified on the Website.
3. If approved, the applicant will be required too read a copy of the PBV Rules and Regulations and certify to abide by them.
4. Any lease or rental agreement entered into without Board approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the tenant without securing consent to such eviction from the Unit Owner or the Unit Owner's agent.

- J. **Rules and Regulations.** The PBV *Rules & Regulations* concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by these By-Laws. Copies of such *Rules & Regulations* and amendments shall be furnished by the Board to all Unit-owners and their Unit-occupants.
- K. **Leasing.** After approval by the Association, entire Units may be rented/leased provided the occupancy is only by the lessee/renter and lessee's/renter's family and guests. No rooms may be leased or rented, and no transient occupants may be accommodated. Renters' children must be sixteen (16) years of age or older. The Association may restrict or prohibit leases to persons who are convicted felons including, but not limited to persons convicted of narcotic offenses or who are registered sex offenders, which shall also extend to persons on parole or probation notwithstanding such persons civil rights may have been restored upon completion of sentence.
- L. **Frequency of Lease/Rentals.** No Unit can be leased/rented for less than one (1) month. Unit owners are permitted to lease/rent their Units only three (3) times in any year. A Unit-Owner who wishes to rent more than three times per year may request an exemption from the Board of Directors, but only if the Unit-owner provides documents confirming

compliance with Indian River Shores Ordinance 546. In the event a Unit-Owner utilizes the services of a realtor or other intermediary agent in connection with the lease or rental of a Unit, the Unit-Owner shall attest that such realtor or agent has provided a copy of the PBV Rules and Regulations to the applicant and that the Unit complies with association maintenance and safety requirements.

- M. Security Deposit.** The Board may require a Unit-Owner to post a security deposit, with or without surety, prerequisite to leasing or renting a Unit where the Unit-Owner is delinquent in the timely payment of association assessments at the time lease or rental is sought, in the amount of such delinquency and the aggregate amount of three (3) monthly assessments installments.

All lease or rental forms, addendum and applications shall further provide, or be deemed to provide, that any violation of the Condominium documents shall constitute a material breach of the lease or rental agreement provisions and shall subject the tenant to eviction as well as any and all other penalties, impositions or redress afforded by the provisions of the Condominium documents or under Florida law.

- N. Tenant Misconduct-Further Remedies:** If a tenant fails to abide by or violates any of the provisions of the Condominium documents, the Unit-Owner landlord shall be deemed responsible for the conduct of the tenant and the Unit-Owner shall be subject to the same penalties, impositions and remedies as those applicable to the tenant. The Unit-Owner shall have a nondelegable obligation to report rule violations by the tenant to the Association and shall have an affirmative duty to bring the tenant's conduct into compliance with the requirements of the Condominium documents by whatever lawful means are available including, but not limited to the institution of eviction proceedings. If the Unit-Owner fails to timely report wrongful tenant conduct or take appropriate corrective action against the tenant to effectuate compliance with the Association's Condominium documents, the Association shall thereupon be deemed to be the agent of

the Unit-Owner landlord having the landlord's authority, but not a duty, to undertake at the landlord's cost whatever corrective or remedial action is necessary to abate the tenant's improper conduct and noncompliance with the provisions of the Condominium documents including, but not limited to institution of eviction proceedings. The Association shall be entitled to recover from the Unit-Owner landlord any fees or costs, including reasonable attorney's fees, incurred in connection with any such action or proceeding which, if not timely paid by the Unit- Owner, shall be a lien upon the Owner's unit in the same manner as in the case of unpaid assessments for Common Expenses.

- O. Unit-Owners Contact.** Each Unit-Owner renting, leasing or permitting tenant occupancy of his/her Unit shall provide to the Association Property Manager the email addresses and telephone numbers where the Unit-Owner(s), or their duly authorized designated agent, will be available twenty-four (24) hours per day, seven (7) days per week and capable of responding, or directing a designated agent to directly respond to and resolve any problems, infractions, issues or concerns involving tenants or transient occupants, and the Unit-Owner or designated responsible agent must be available to come to the Unit in person within two (2) hours following notification to address any problem, infraction, issue or concern not capable of being resolved by telephone or email contact. The decision of a Unit- Owner(s) to lease, rent, sell or consent to occupancy of their Unit by others shall be deemed to constitute CONSENT by the Unit-Owner(s) to an inspection of their Unit by the Property Manager to assist the Association's Standing Committee on leases, rentals and occupancy to determine whether to approve or reject the application, and the Unit-Owner(s) acknowledges that failure to pass the inspection will cause the application to be rejected

P. No Subleases. No sublease shall be permitted.

- Q. Occupancy Terms.** The terms of all non-owner occupancy arrangements shall incorporate, or be deemed to incorporate, all the Condominium

Document provisions. The Association may require the use of a standard lease addendum to ensure compliance with the requirements of this Section.

- R. Unit Sales.** All Unit sales contracts must contain a purchaser acknowledgment of the receipt of a copy of the Condominium documents and the prior year's annual financial report prior to completion of the purchase. The Association may restrict or prohibit sales to persons who are convicted felons including, but not limited to persons convicted of narcotic offenses or who are registered sex offenders, which shall also extend to persons on parole or probation notwithstanding such persons civil rights may have been restored pursuant to Florida law.

Section 2. Animals Within the Condominium.

A. Number and Type. A Unit-owner shall house, keep, or maintain only one (1) domestic pet. The term "pet" as used in this section includes only dogs or cats weighing less than 25 pounds and small birds that are continuously caged. All other pets are prohibited. The Board retains the authority to mandate the removal of a pet determined to be detrimental to the overall well-being of PBV.

B. Restrictions Applicable to Pets.

1. Pets are not allowed in the Clubhouse or pool area.
2. Consistent with Indian River County ordinances, a Unit-Owner's dog or cat must have a current rabies vaccination and an annual county license.
3. The Board of Directors may require Unit-Owners to register their pets with the Association before the pet may be maintained on or within the Condominium.
 - a. No animals may be kept by Non-owner Occupants.
 - b. No pet may be housed outside of a Unit.

- c. Each Unit-Owner shall be responsible for the immediate collection and disposal of all fecal matter deposited by his /her pet.

C. Association Remedies. The Association may, after notice and hearing and liability to the Association, remove or cause to be removed any animal from the condominium that the Board determines to be in violation of the restrictions imposed.

Section 3. Use of Common Elements.

A. Recreational facilities.

1. Recreational facility privileges are extended to Unit-Owners and their Unit-occupants.
2. Unit-Owners' guests and lessees' guests may enjoy recreational facility privileges. Renters' guests, however, must be overnight guests to use recreational facilities unless an exception is approved in writing by a Board member.
3. Unit-Owners shall relinquish their clubhouse, pool, and recreational privileges when their unit is occupied by a lessee or renter.
4. Special or reserved use of the Clubhouse is extended only to Unit-Owners and Lessees.

B. Obstruction and Use of Common Elements and Units. The Common Elements shall not be obstructed in any way. No bicycles, toys, baby carriages or other personal property may be left unattended on or about the Common Elements. No activity shall be carried on or condition maintained either in the Unit or upon the Common Elements that detracts from or spoils the Condominium appearance. Unit-owners may not alter or change any common area in any manner whatsoever.

C. Unsightly Conditions. The Common Elements, such as railings and shrubbery, shall not be used for the drying or airing of clothing or towels. Only furniture and plants consistent with ordinary deck or patio use and authorized by

the PBV *Rules and Regulations* may be placed on ground floor Unit patios, and all items must be removed from patios when a Unit-Owner is away from his/her Unit for an extended time.

D. **Refuse/Garbage.** Trash, garbage, and recyclables shall be sorted and disposed of in accordance with Pebble Beach Villas *Rules & Regulations*. Any Unit-Owners or Non-Owner Occupants who do not comply shall be subject to fines as provided in these By-Laws.

E. **Limited Common Elements.** These areas must be maintained and kept in compliance with the *Rules & Regulations*. As specified in the Declaration of Condominium, PBV has three Limited Common Elements:

1. designated storage areas,
2. designated garage parking spaces and
3. ground-floor unit patios.

Section 4. Vehicles on the Condominium. PBV provides one (1) garage parking space for each Unit and one (1) space in general outdoor parking spaces. Outdoor parking spaces are marked, and all are available to all unless the Board designates in writing any other use restriction.

A. **Permitted Vehicles.** Only currently licensed automobiles, SUVs, passenger vans, and standard model and size pickup trucks used as an occupant's primary means of transportation and not for any commercial purposes, which do not exceed 22 feet in overall length and fit in the Unit-Owner's designated garage parking space, may be parked on the Condominium property. House trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, recreational vehicles, or all-terrain vehicles shall not be parked on the Condominium property except as prescribed in the Vehicles Sections of PBV *Rules & Regulations*.

B. **Temporary Presence.** The Board of Directors has the discretion to issue rules and regulations that provide for the temporary presence of the above vehicles on the Condominium for purposes of loading, unloading and maintenance.

C. **Commercial Vehicles.** Commercial vehicles may be parked in or about

the Condominium as authorized by the Board while providing vendor services to the Association or to a Unit or making deliveries and pickups in the normal course of business.

D. **Standing Vehicles, Repairs.** Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium property without the Board's written approval. Such non-licensed vehicles kept in a Unit-owner's garage must be in operational order and must be removed if any oil/gas leaks or if a dangerous condition exists. Nonemergency maintenance or repair of vehicles is not permitted on the Condominium property.

E. **Parking Restrictions.** No person shall park a vehicle in any area unless specifically marked for parking. How, when, and where vehicles can be parked is defined in the PBV *Rules & Regulations*. Each vehicle shall display a parking pass, as defined in the *Rules & Regulations*.

F. **Garage Parking.** One garage parking space is assigned to each Unit-Owner. Unit-Owner is required to maintain this space in a clean and safe manner. A Unit-Owner may not restrict passage around his/her parked vehicle in any manner. Except for lessees and renters, a Unit-Owner may not allow any non-owner the use of this garage space. If a Unit-Owner is absent from the Condominium, then he/she is permitted to allow another Unit-Owner to use or rent his/her garage parking space only if the unit is not rented or leased. The Board reserves the right to amend this privilege as determined necessary.

G. **Association Rights.** The Board may cause vehicles parked or stored in violation of this Section to be towed from the Condominium. The Unit-Owner or vehicle owner shall be responsible for towing company costs incurred, even if the vehicle is moved and properly parked before the towing contractor arrives at the condominium.

Section 5. Prohibition of Certain Items upon the Condominium. Unit-Owners shall not use or permit any drones, air rifles, pellet guns, BB guns, bows and arrows, fireworks, slingshots or similar projectiles and devices on Common Elements. Unit-Owners shall not use or permit to be brought onto Condominium Property any unusually volatile liquids or materials deemed to be extraordinarily hazardous to life, limb, or property.

Section 6. Signs. Except for a United States flag no larger than 4 by 6 feet located in a Board- approved area, no flags, notices, advertisements, pennants or signs are permitted. Temporary “open house” signs, shall not be displayed without the Board’s advanced written approval.

Section 7. Rules and Regulations Consistent with Florida Condominium Act. The Board shall provide all Unit-Owners with the current PBV *Rules & Regulations* booklet. The Association may enact and amend reasonable *Rules & Regulation* from time-to-time respecting use of the condominium property, its facilities, the rights and responsibilities of Unit-owners, and the Association by approval of not less than an affirmative vote of at least a majority of the members voting in person, electronically or by proxy at a meeting at which a quorum has been established.

Section 8. Association Access to Units and Common Elements. Each Unit-Owner is required to provide to our Property Manager the door key, storm-door key or combinations to his/her unit. The Association or its duly authorized agents shall have the right of access to each Unit and to any Limited Common Elements or Common Elements, including in the Unit-Owner’s absence,during reasonable hours as may be necessary for emergency maintenance, repair or replacement, as follows

A. If the Unit-Owner fails to provide means of access, the Association may gain access as may be reasonable under the circumstances, including removing any object that restricts access. Unit-Owners shall not restrict access to plumbing, water lines, water line valves, water meters, or other elements that must be accessible to service the Common Elements.

B. Should emergency access to a Unit be required, the Association may remove coverings or attachments that restrict access and the Association will have no responsibility or liability for repairing, replacing or reinstalling any removed obstructions or materials that are damaged in the course of gaining Association access. The Association shall not be liable to the Unit-Owner for damage to his/her Unit, or to any Limited Common Elements caused in such emergency access.

Unit-Owners are required to provide access to their unit for inspection by the

Property Manager upon submission of a Purchase, Lease or Rental Approval Application. Additionally, Unit-Owners are required to resolve any Unit maintenance issues identified before the board can approve a transfer.

Section 9. Landscaping and Decoration of Common Elements. No Unit-Owner shall perform any landscaping or plant any trees, shrubs or flowers unless approved in advance, in writing, by the Board. Unit-Owners shall not place ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, rocks or boulders, fencing or any other decorative item upon the General or Limited Common Elements.

Section 10. Unit-Owner Maintenance of Unit and Limited Common Elements

- A. Unit-Owners shall maintain their Units and their Limited Common Elements in a safe, clean and sanitary condition. All Units must have operational smoke detectors and carbon monoxide detectors installed and a portable fire extinguisher. Unit-owners shall implement reasonable precautionary maintenance measures with respect to any vacant Unit, including mandatory shutting off the Unit water supply and arranging for regular inspections during the times when the Unit is vacant.
- B. Each Unit-Owner shall use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems, which serve, and may affect, another Unit.
- C. Each Unit-Owner shall be liable for collateral damages resulting from misuse of his/her Unit or misuse of another Unit or any of the Common Elements or Limited Common Elements, by the Unit-owner or his/her Occupant. The Unit-Owner shall be liable for casualty loss and occurrences, whether or not resulting from Unit-owner negligence, occurring to items that are the Unit-Owner's responsibility to maintain, repair and replace. Any costs or damages to the Association or to other Unit-Owners, including responsible attorneys' fees and costs, may be assessed to the Unit-owner as a part of the damages and liability.

ARTICLE XIV

RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

If any part of the Condominium is damaged by casualty, whether or not it shall be repaired or reconstructed shall be determined as specified in the Declaration of Condominium.

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 Occupant 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, renter, guest or of any other person admitted upon association property by the Unit Owner.

- A. **Waive 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 or 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, Elliott Merrill, and to the Board of Directors to enable the Board 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

Section 2. Procedure. Prior to imposing any fine, the Board shall adhere to the following procedures:

- A. Notice of the violation, including citation of the provision violated with a description of the factual nature of the alleged offense set forth with reasonable specificity shall be sent by first class mail, postage prepaid, electronic transmission or hand delivered to the Unit -Owner representative of the Unit-Owner or Unit Occupant at the address shown in the notice required to be filed with the Association. Such notice shall place the Unit Owner on notice as to the violation.
 - B. Hearing and Decision. In the event that a fine is levied, the offending Unit-Owner shall be provided a scheduled hearing before a Committee comprised of Unit-owners appointed by the Board President, excluding officers, directors or employees of the Association as well as excluding the spouse, parent, child, brother or sister of an Association officer, director or employee, at which hearing the Unit-Owner may appear in person and offer evidence in defense of the alleged violation. The Committee shall, by majority vote, affirm or reject the imposition of any fine or other penalty imposed by the Board. The Board shall follow the Committee's decision.
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Section 3. Collection of Fines. Fines levied pursuant to this Article shall be assessed against the Unit-Owner. Failure to pay the fine following Committee hearing and decision will result in the Unit-Owner not being in good standing and the imposition of additional sanctions, including suspension of access to Clubhouse, swimming pool and recreational facilities.

ARTICLE XVI

REMEDIES FOR DEFAULT

Section 1. Default by a Unit-owner. Any Unit-owner default shall entitle the Association or another Unit-owner or Unit-owners to the following relief:

A. Association's Right to Abate. The violation of the Condominium Documents shall give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit where reasonably necessary and summarily remove and abate, at the expense of the Unit-owner in violation, any structure, thing or condition existing or maintained contrary to the Condominium Documents. The Association shall have no liability to any Unit-owner arising from exercising its removal and abatement power.

B. Failure to Enforce Rights. The failure of the Association or of any Unit-owner to enforce, on a particular occasion, any right, provision, covenant or condition granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any Unit-owner to enforce the right, provisions, covenant or condition in the future.

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