

# Flanders Condominium Association, Inc

Bylaws



**AMENDED AND RESTATED BY-LAWS  
OF FLANDERS CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I. IDENTITY**

The following By-Laws shall govern the operation of the condominiums created by the Declaration of Condominiums to which these By-Laws are applicable. FLANDERS CONDOMINIUM ASSOCIATION, INC. is a Florida corporation not-for-profit, organized and existing under the laws of the State of Florida, for the purpose of administering the following condominiums within Kings Point:

Condominium	Official Record Book	Commencing at Page	Date Filed
FLANDERS B	2367	1516	11-15-74
FLANDERS E	2370	1149	11-26-74
FLANDERS F	2376	214	12-17-74
FLANDERS H	2381	787-903	1-7-75
FLANDERS I	2378	1777	12-27-74
FLANDERS N	2369	1570	11-22-74
FLANDERS P	2372	1768	12-5-74

The foregoing constitutes the recording information for the original Declarations of Condominium recorded in The Public Records of Palm Beach County, Florida.

Section 1. Principal Office. ~~The office of the Association shall be at the condominium property or at such other place as may be subsequently designed by the Board of Directors of the Association.~~ The principal office of the Corporation shall be at such place as may be designated by the Board of Directors from time to time.

Section 2. Definitions. As used herein, the word "Condominium Association" shall be equivalent of "Association" as defined in the Declaration of Condominium to which these By-Laws are applicable. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are applicable. As used herein, "KPRC" refers to Kings Point Recreation Corporation, Inc., the entity charged with the operation of the Kings Point recreation properties.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. The Corporation shall not issue stock or certificates.

Section 2. Membership in the Association shall be limited to owners of the condominium units in the condominiums wherein this Association has been designated as the Association to administer said condominiums by virtue of the Declarations of Condominium of said condominiums. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, and exercise any other rights permitted under these By-Laws or the Declarations of Condominium, but, as hereinafter indicated, the vote of a unit shall be cast by the "Voting Member." If unit ownership is vested in a corporation said corporation may designate an individual officer or employee of the corporation as its "Voting Member."

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a condominium parcel, where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors of the Association, which amount may not exceed any maximum prescribed by law.

Section 3. Voting.

(A) The owner(s) of each condominium unit shall be entitled to one (1) vote for each unit owned. If a condominium unit owner owns more than one (1) unit, ~~he the unit owner~~ shall be entitled to one (1) vote for each such unit owned. The vote of a condominium unit shall not be divisible. The Association adopts voting and election procedures different than the voting election procedures set forth in §718.112(2)(d), Fla. Stat. and the voting and election procedures to be used by the Association are set forth in these By-laws.

(B) The votes of a majority of members present and voting, in person or by proxy, at a meeting at which a quorum is present shall decide all issues voted upon unless provided otherwise in these By-Laws or the respective Declarations of Condominium.

Section 4. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of all the Members shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by limited proxy or by written consent in lieu of voting at a meeting for all matters for which a vote is required or permitted by Chapter 718, Florida Statutes, or the governing documents. All proxies shall be in writing and signed by the person

entitled to vote as provided below. Elections may be conducted by ballot or by limited proxy as determined by the Board of Directors in accordance with Chapter 718, Fla. Stat., as same may be amended from time to time. All proxies shall be valid only for the particular meeting designated therein and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

Section 6. Resignation of Voting Member. If a condominium unit is owned by one person, his the right to cast a vote shall be established by the recorded title to the unit. If a unit is owned by husband and wife, the vote of the unit may be cast by the husband or wife. If a condominium unit is owned by more than one (1) person, the vote of the unit may be cast by any of the co-owners. If a condominium unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a unit shall be known as the "Voting Member." If such certificate is not on file with the Secretary of the Association, for a unit owned by more than one person or by a corporation, the vote of the unit owned by more than one person or by a corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, unless all record owners, or in case of a corporation, the President attested to by the Secretary of the corporation, have signed a proxy or are present at the meeting and concur in one vote, or if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. If a Unit is owned by a trust, there must be a voting certificate on file with the Association signed by the trustee designating a representative of the trust to vote. If a Unit is owned by a partnership, there must be a voting certificate on file signed by the general partners or the managing general partner designating a representative to vote.

### ARTICLE III. MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the condominium property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary of the Association to mail a notice of each annual meeting, stating the time and place thereof, to each unit owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting unless the unit owner waives in writing the right to receive notice by mail in which event the notice shall be hand delivered. Notice of any special meeting shall state the purpose thereof and be mailed or delivered by the Secretary of the Association to each unit owner of record at least fourteen (14), but not more than thirty (30) days prior to such meeting. All notices shall be mailed or delivered to the address of the unit owner as it appears on the books of the Association. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that the notice of annual or special meeting was mailed or hand delivered as aforesaid. Notices shall also be posted at a conspicuous place in each

condominium building at least fourteen (14) days prior to said meeting. In addition, where allowable under Florida law, notices of membership meetings may be sent by electronic transmission where a Unit Owner consents to receiving such notices by electronic transmission.

Section 3. Annual Meeting. The annual meeting of the members ("Walk Meeting") and election of Directors shall be held in November of each year as provided below. The organizational meeting of the Board of Directors shall be held in December of each year at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the members electing officers and conducting such other business as the Board of Directors determines from time to time.

A. In November preceding the ~~annual~~ organizational Board meeting, each of the respective condominiums operated by this Association shall cause to be called a meeting, subject to provisions of these By- Laws, at which meeting the unit owners (1 vote per unit) shall elect by a plurality of the votes cast where a quorum is present (majority of total units in a condominium) not more than three (3) directors to serve on the Board of the Association. The election of directors of each condominium is traditionally referred to as a "walk meeting" and traditionally takes place at the mailbox area of the condominium building. It shall be the responsibility of the Election Committee to make arrangements and to conduct this election. ~~Unit owners desiring to be a candidate for Board membership of their condominium may also be nominated from the floor at the above meeting. The Association may conduct elections by ballot as provided by Chapter 718, Fla. Stat., as same may be amended from time to time, or by limited proxy as determined by the Board of Directors.~~

B. At the ~~annual~~ Board organizational meeting in December, the directors duly elected by their respective condominiums shall elect by a majority vote the officers of the Association and representatives to serve on the Board of Directors of Kings Point Community Association, Inc. Said directors shall also elect by a majority vote two Alternate Representatives to Kings Point Community Association, Inc. ~~Said Alternate Representatives shall be resident members as defined in Article IV, Section 1 below, for at least six months of the calendar year of his (her) annual term. Eligibility of Kings Point Community Association Representatives and Alternate Representatives shall be as mandated in the Kings Point Community Association governing documents.~~ The Alternates shall attend all of the Board meetings of Kings Point Community Association, Inc. The Alternate Representatives shall only be empowered to vote in the absence of one of this Association's elected Directors to Kings Point Community Association, Inc.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Voting Members representing twenty (20%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the purposes stated in the motion thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required

or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if approval of the Board of Directors is obtained and the requisite number of Unit Owners shall agree in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Approval or Disapproval. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the Voting Members or a duly appointed proxy acting pursuant to a limited proxy.

~~Section 7. The Seller Under the Long Term Lease. As long as the Long Term Lease remains in effect, the Seller shall be entitled to notice of all Association meetings, shall be entitled to attend the Association's meetings, and may designate such person(s) as it desires to attend such meetings on its behalf.~~

#### ARTICLE IV. DIRECTORS.

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of such number as shall constitute not more than three (3) directors from each of the condominiums operated by this Association. The members of the Board shall be members of the Association with the following exceptions: ~~(1) The spouse of a member shall qualify to serve as a director even though said spouse is not a record title owner; and (2) permanent residents of the condominium who are the parents of the record title owner(s) may qualify to serve as a director in lieu of the record owners. All directors must be permanent residents of the condominium they represent, residing in their unit not less than six (6) months within each calendar year.~~

The term of each director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided hereinbelow:

Section 2. Removal of Directors. At any duly convened regular or special meeting, any one or more of the directors may be removed with or without cause, by the affirmative vote of the majority of all of the Voting Members of the condominium for which said director serves, or by agreement in writing by a majority of the members of said condominium. The recall shall be conducted in accordance with Chapter 718, Fla. Stat., and the rules promulgated thereunder. The procedure for election and appointment of replacement directors shall be as set forth in these Bylaws to the extent a different procedure is not mandated by statute or regulations.

Section 3. Vacancies of Directors. If the office of any director becomes vacant by death, resignation, retirement, or disqualification by any reason of nonresidency, termination of membership, or delinquency in payment of assessments as provided below, then a majority of the entire Board of Directors of the Association may fill the vacancy by appointing a director who qualifies from the condominium where the vacancy arose.

Section 4. Disqualification of Resignation of Directors. Any director may resign at any time by sending or delivering a written notice of such resignation to the ~~Secretary at the office of the Association~~ the Board of Directors or the president of the Association. Unless otherwise a later date is specified therein, such resignation shall take effect upon receipt thereof by the ~~Secretary of the Association~~. Transfer of title of his unit by a director shall automatically constitute a resignation unless he has acquired ownership of another unit within the same condominium. No member shall continue to act or serve on the Board or as a Representative director or Alternate director to Kings Point Community Association, Inc., nor shall such person continue to act as an officer, should he the owner be more than thirty (30) ninety (90) days delinquent in the payment of any monetary obligation owed to the Association; such a person shall be deemed to have abandoned the office with no action of the Board required an assessment and said delinquency shall make the individual ineligible to serve as director and shall constitute a resignation unless the time to cure same shall be extended by the Board, and the delinquency cured within the extended time.

Section 5. Regular Meetings. The Board of Directors shall establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. ~~Notice of such regular meetings shall nevertheless be given to each director personally or by mail, telephone or facsimile at least three (3) days prior to the date of such meeting.~~ All meetings of the Board shall be open to all unit owners, except that meetings between the Board or a committee and the association attorney with respect to proposed or pending litigation, where the purpose of the meeting is to seek or render legal advice, and meetings held to discuss personnel matters, are not open to the members. Notices of meetings of the Board shall be posted conspicuously, at least forty-eight (48) hours in advance, for the attention of all unit owners, except in an emergency. However, written notice of a meeting at which a non-emergency special assessment or an amendment to rules regarding unit use will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property at least 14 days before the meeting. In addition, and where allowable under Florida law, any notice of a Board of Directors meeting may be sent to Owners by electronic transmission where such Owner consents to receiving such notice by electronic transmission.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving forty-eight (48) hours' notice, except in an emergency, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 7. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the directors

shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the consent of such director to the action taken at such meeting. If a director or committee member is not cannot be personally present at a Board or committee meeting, the Board may adopt a policy of allowing unavailable directors to attend via telephone so long as the Board has a speaker telephone, a board or committee member's participation via telephone conference, real-time videoconferencing, or similar real-time electronic or video communication counts towards a quorum, and such member may vote as if physically present. A speaker must be used so that the conversations of such members may be heard by the board or committee as well as those members in attendance.

~~Section 9. The Lessor. The Lessor under the Long Term Lease, as long as the Long Term Lease remains in effect, shall be entitled to notice of all directors' meetings shall be entitled to attend the directors' meetings and may designate such person(s) as it desires to attend such meeting on its behalf.~~

Section 10. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, or these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to the following:

A. To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, and in the Condominium Act, as well as all powers provided by Chapter 617, Florida Statutes, and all powers incidental thereof.

B. To prepare a budget for each of the condominiums under the operation of the Association and to make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association, subject to the provisions of the Agreement for Deed.

C. To improve the condominium property, real and personal, and the right to purchase items of realty and items of furniture.

D. To maintain in Palm Beach County, Florida, accounting records for each condominium managed by the Association, according to good accounting practices. ~~The records shall be open to inspection by unit owners or their authorized representatives at reasonable times at no charge and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to: (1) a record of all receipts and expenditures, and (2) an account for each unit which shall designate the name and address of the~~

~~unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.~~

E. To employ, dismiss and control the personnel necessary for the maintenance and operation of the condominiums, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises.

F. To adopt or amend previously adopted ~~administrative or other~~ rules and regulations governing the operation, use, maintenance, management and control of the common elements of the condominiums and any association property, ~~facilities or services made available to the unit owners, except as provided otherwise by the Agreement for Deed.~~ The Board of Directors shall from time to time post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the Board of Directors.

G. The recreation area(s) and facilities ~~under the Long Term Lease shall remain in the complete care and control of Kings Point Recreation Corporation, Inc., and under the supervision of the Lessor under the Long Term Lease and its designees as provided therein subject, however, to the Agreement for Deed.~~

H. To contract for the management of the condominiums and to delegate to such management company ~~contractor~~ all of the powers and duties of the Association except those which may be required by the Declarations of Condominiums to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the common elements or facilities susceptible to the separate maintenance or operation thereof, and to lease or concession such portions. The foregoing powers have been delegated where applicable, under the provisions of the Declarations of Condominium. ~~The foregoing does not apply to the demised premises under the Long Term Lease as said demised premises shall remain in the complete care and control and under the supervision of the lessor and its designees subject, however, to the Agreement for Deed to enter into agreements to provide recreation area(s) and facilities for the use and enjoyment of the members of Association.~~

I. To join with other associations responsible for the operation of condominiums within the Kings Point Community in the formation of a community association and to delegate to said association the authority and right to establish guidelines for the orderly and uniform consolidated administration of maintenance, appearance, upkeep and management of Kings Point Condominiums.

J. Designate one or more committees which, ~~to the extent provided in the resolution designating said committee, shall manage the affairs and business of the Association, shall be~~ subject to approval of the Board of Directors, and which shall perform such tasks as delegated to it by the Board of Directors. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required. ~~The foregoing powers shall be exercised by the Board~~

~~of Directors or its agent, contractor or employees, subject only to approval by the unit owners when such is specifically required. All committee meetings shall be open to any member of the Board of Directors, or of a Unit Owner who shall have the right to be present as an observer. Committee meetings shall not be open to the members except where otherwise required to be open pursuant to Florida law as same may be amended from time to time.~~

Section 11. Executive Committee. The Board of Directors shall have the authority to appoint an Executive Committee, which shall consist of the officers identified in Article V, Section 1 of these Bylaws. The Executive Committee shall have the authority to make any and all of the ministerial and day-to-day decisions on behalf of the Board of Directors as may be required from time to time, or as may be required in between regularly scheduled Board meetings, subject to the requirement that any and all such decisions of the Executive Committee be ratified at the next available Board of Directors meeting.

#### ARTICLE V. OFFICERS.

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors.

Section 2. Election. The officers of the Association designed in Section 1 above shall be elected annually by the Board of Directors at the Annual Meeting of the Association in accordance with the provisions of Article III, Section 3(B) above.

Section 3. Appointive Officers. The Board may appoint assistant Secretaries and assistant Treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors provided; however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall may be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have executive powers and general supervision over the affairs of the Association and other officers. The President shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to the President from time to time by the Board of Directors.

Section 6. The Vice-President. The Vice President shall perform all of the duties of the

President in his absence and such other duties as may be required of the Vice President from time to time by the Board of Directors of the Association.

Section 7. The Secretary. The Secretary ~~shall~~ may issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the minutes of same; the Secretary shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by the management firm or other agents employed by the Association.

Section 8. The Treasurer.

A. The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designed from time to time by the Board of Directors.

B. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

C. The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

D. The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

E. The assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

F. The duties of the Treasurer may be fulfilled by the management firm or other agents employed by the Association. The provision of Article V, Sections 7 and 8, of these By-Laws are subject to the specific provisions relating thereto as specified in the Agreement for Deed and exhibits annexed thereto.

#### ARTICLE VI. FINANCES AND ASSESSMENTS.

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money

signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association as provided in Article V herein. The foregoing is further subject to the applicable provisions of the Agreement for Deed and the Declarations of Condominium.

Section 2. Fidelity Bonds. The Treasurer, and all officers who are authorized to sign checks, all employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors, however, that such bond shall not be less than the principal sum of \$10,000.00 for each such officer, employee or contractor. The premiums of such bonds shall be paid by the Association. The bond shall also be in an amount sufficient to equal the monies an individual handles or has control of via a signatory of bank account or other depository amount.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year, provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by and at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments and the Budget.

A. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of each of the respective condominiums operated by the Association. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, expenses under the Agreement for Deed, the costs of maintaining and operating the recreation facilities as determined by KPRC from time to time, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declarations of Condominium or the Articles of Incorporation or Bylaws or the Agreement for Deed. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the condominiums. Funds for the payment of common expenses shall be assessed against the unit owners in the condominium where the expense is to be incurred, in the proportions or percentages of sharing common expenses as provided in the Declarations of Condominium and exhibits attached thereto. Said assessments shall be payable monthly in advance and shall be due on the first day of each month in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors. The portion of common expenses, if any, of the condominiums due under the Agreement for Deed shall be determined and levied as provided therein.

B. When the Board of Directors has determined the amount of any assessment as provided

in Article VI, Section 4(A) above, the Treasurer of the Association shall post, mail or present to each unit owner a statement of said unit owner's assessment. All assessment shall be payable to the Treasurer of the Association, or its agent subject, however, to the provisions of the management agreement, if any, and Agreement for Deed.

C. ~~The provisions of the Agreement for Deed and the applicable portions of the Long-Term Lease as contained therein, attached to the original recorded Declarations of Condominium and the provisions in the Declarations of Condominium as to the Developer's right to fix and determine certain assessments shall supersede the provisions relative thereto in this Section and all other Sections in Article VI of these By-Laws. The Board of Directors retains the authority to make is authorized to assess for the following expenses: assessments as to the following:~~

- (i) Special assessments for additional recreational facilities or improvements thereto, and recreation or social activities.
- (ii) Acquisition of units as provided in Article IX of these By-Laws.

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All general and special assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, and sums due under the Agreement for Deed and the Declaration of Condominium, in such manner and amounts as the Board of Directors determines in its sole discretion. The funds collected pursuant to a special assessment shall be used only for the purpose for which the special assessment was imposed. However, upon completion of such specific purposes, any excess funds ~~may shall be considered common surplus, and may be returned to the owners, used as a credit against future assessments, or used to fund general operating expenses, as determined in the judgment of the Board. be used as determined appropriate by the Board.~~ Any management firm may co-mingle ~~funds of a Condominium's within the Association the Association's funds with the funds of others- other Condominiums~~ for whom it is acting as manager. ~~The foregoing is subject to the right of determination by the Seller under the Agreement for Deed as provided therein, and certain rights of the Developer as provided in said Declaration of Condominium.~~

Section 6. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the monthly installments for twelve (12) months upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

Section 7. In accordance with section 718.111(13), Florida Statutes, within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Any management firm shall perform a continual internal examination of the Association's financial records for the purpose of

~~verifying same. During the term of any management agreement, the Association may conduct an external compilation, review or audit as required by an independent accountant. A report of the accounts of the Association shall be made annually. Said report shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available not later than 120 days after the end of the fiscal year, three (3) months after the end of the year for which the report is made.~~ The provisions of the Agreement for Deed and exhibits thereto shall supersede the foregoing. The Association's financial records will reflect the income from its members of the sums due from each member under the Agreement for Deed and the disbursement of said sums in to the Seller under the Agreement for Deed. ~~The foregoing sentence is predicated upon the sums due under the Agreement for Deed from each member of the Association being paid to the Association; however, as provided in the Agreement for Deed, the Seller has the paramount right to require members of the Association to make payments due under the Agreement for Deed directly to said Seller or its designee.~~

#### ARTICLE VII. ADDITIONS OR ALTERATIONS.

There shall be no additions or alterations to the common elements or limited common elements of the Condominiums which this Association operates and maintains except as specifically provided for in said Condominiums' Declaration of Condominium. The Board of Directors shall have the right to make assessments for additions or alterations to the common elements or limited common elements of said Condominiums without the approval of the members of this Association, provided said assessments do not exceed the amount specified in the Declarations of Condominium to which these By-Laws are attached.

#### ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than non-payment of an assessment) by a unit owner of any of the provisions of the Declaration of Condominium, of these By-Laws, of duly promulgated Board of Directors rules and regulations or of the applicable portions of the Condominium Act, the Association may notify the unit owner by written notice of said breach, transmitted by mail or delivered in person, and if such violation shall continue, the Association through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- (A) An action at law to recover for its damages on behalf of the Association or on behalf of the other unit owners;
- (B) An action in equity to enforce performance on the part of the unit owner, or
- (C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any such unit owner shall reimburse the Association its reasonable attorneys' fees incurred by it in bringing any such action. ~~Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act.~~ Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

In addition to all other remedies, the Association may impose fines as provided in the Declaration of Condominium.

Section 2. Negligence or Carelessness of Unit Owner, Etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement of the common elements, limited common elements, condominium property, and the recreational areas and facilities under the Agreement for Deed, both real and personal rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, invitees, agents or lessees. Such liability shall include any increase in insurance rates occasioned thereby. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge ~~were a~~ were part of the common expenses.

Section 3. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by any of the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

Section 4. Election of Remedies. All rights, remedies and privileges granted to the Association unit owner, or any other party pursuant to any terms, provisions, covenants or conditions of any of the condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by any of condominium documents, or at law or in equity.

Section 5. Agreement for Deed. Under the provisions of Section 2 above as to recreation area(s) and facilities under the Agreement for Deed, ~~the Seller~~ KPRC shall also have the right to bring such actions and the right to obtain such relief, including damages, attorneys' fees and costs, as the Association may bring and obtain under the provisions of this Article VIII.

#### ARTICLE IX. ACQUISITION OR TRANSFER OF UNITS.

~~Section 1. Voluntary Sale, Lease or other Transfer of a unit. Upon receipt by Association of a unit owner's written notice of intention to sell or lease as described in Article XI of the Declarations of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said notice, or to withhold approval for same for good cause. The provisions of Article XI of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.~~

~~Section 2. Rental or Lease. The rental or lease of any unit shall be pursuant to Article XI, Section A of the Declaration. The Sale, transfer and lease of a unit shall be governed by Article XI of the Declaration.~~

Section 3. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, by Board vote, acquire in the name of the Association or its designee a condominium parcel being foreclosed. The term "foreclosure," as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The powers of the Board of Directors to acquire an Association condominium parcel at any foreclosure sale shall never be interpreted to requirement or obligate the Board of Directors or Association to so acquire a condominium parcel at any foreclosure sale. The foregoing provisions hereof are permissive in nature and for the purpose of setting forth the powers of the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of an Association unit, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sales.

ARTICLE X. AMENDMENTS TO THE BY-LAWS:

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

- (A) Notice of the meeting shall contain a statement of the proposed amendment.
- (B) Amendments shall be approved by a majority of the directors present at any meeting of the Board of Directors, and shall be approved by not less than a majority of those unit owners present in person or by proxy at a regular or special members' meeting where a quorum is obtained.
- (C) Said amendment shall be recorded and certified as required by the Condominium Act.
- (D) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declarations of Condominium to which these By-Laws are attached.

ARTICLE XI. NOTICES.

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in

accordance with the applicable provisions as set forth in the Declaration of Condominium to which these By-Laws and other exhibits are attached.

#### ARTICLE XII. INDEMNIFICATION.

The Association shall indemnify every director, officer, ~~committee member~~, Representative, and Alternate Representative to the Board of Directors of Kings Point Community Association, Inc. his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director, ~~or officer or committee member~~ of the Association, or Representative and Alternate Representative to the Board of Directors of Kings Point Community Association, Inc., including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct, ~~misfeasance or malfeasance~~. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP.

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

#### ARTICLE XIV. PARLIAMENTARY RULES.

Roberts' Rules of Orders (latest edition) ~~shall~~ may, but ~~shall not be required to~~ govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

#### ARTICLE XV. LIENS.

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

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

~~Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or~~

~~other proceeding which will or may affect title to their unit or any part of the property, and such notice shall be given with five (5) days after the unit owner obtains knowledge of any suit or proceeding.~~

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

## ARTICLE XVI. RULES AND REGULATIONS.

Section 1. The Board of Directors may, from time to time, adopt or amend rules and regulations governing ~~the details~~ every aspect of the operation, use, maintenance, management and control of the common elements of the Condominiums and any facilities or services made available to the unit owners. A copy of the rules and regulations adopted from time to time, as herein provided, shall be posted in a conspicuous place and/or copies of same shall be furnished to each unit owner. The foregoing is subject to the paramount provisions, where applicable, of Article XIX V(A), W(B) and X of the Declarations of Condominium to which these By-Laws are attached, and the Agreement for Deed as to the Seller's rights therein.

Section 2. As to Condominium Units. The Board of Directors may, from time to time, adopt or amend rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations shall be posted in a conspicuous place and/or copies of same shall be furnished to each unit owner.

Section 3. Demised Premises Under the Agreement for Deed. The use of the demised premises under the Agreement for Deed shall at all times be subject to the provisions of said Agreement for Deed and such rules and regulations as the Seller or its designees may establish in its sole discretion from time to time. Said demised premises shall only be used by the unit owners and those persons permitted by the Seller, subject to the rules and regulations appertaining thereto and the provisions of the Agreement for Deed. All children who are under such age as the Seller determines must be accompanied by a responsible adult to the demised premises, or certain portions thereof, as determined by the Seller. Any damage to equipment or the premises caused by a unit owner, his family, servants, guests or invitees shall be paid for by the unit owner responsible therefor and the cost thereof shall be a charge and lien upon the unit owner's parcel as a special assessment and the sum therefor shall be determined solely by the Seller and it shall be billed to the unit owner as the Seller directs. The foregoing also includes any special assessments incurred by a unit owner for use of the demised premises as more specifically provided in the Agreement for Deed and exhibits thereto.

Section 4. Conflict. In the event of any conflict between the rules and regulations adopted or from time to time as amended, and the condominium documents or the Condominium Act, the latter two shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declarations of Condominium, the provisions of said Declarations of Condominium shall prevail.

## XVII. COMMUNITY FOR OLDER PERSONS

The Condominium is intended and shall be operated as "housing for older persons" as such term is defined in the Federal Fair Housing Act.

A. Occupancy

Units shall be occupied by at least one person 55 years of age or older.

B. Board Authority

The Board of this Association is hereby authorized to promulgate such rules and take such actions as are necessary to carry out the intention herein expressed that this Condominium be "housing for older persons."

APPROVED AND DECLARED as the Amended and Restated By-Laws of the Association named below dated this day of \_\_\_\_\_, 1997.

Witnesses:  
INC.

FLANDERS CONDOMINIUM ASSOCIATION,

\_\_\_\_\_  
1st Witness

By: \_\_\_\_\_  
Theodore I. Grossman, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
2nd Witness

Attest:

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  )ss.:  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1997, by Theodore I. Grossman as President and Dorothy Lobelas Secretary for FLANDERS CONDOMINIUM ASSOCIATION, INC., and who are personally known to me or provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

# Flanders Condominium Association, Inc

CC&R's/Condominium Declaration



This instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Ste. 200  
Boca Raton, FL 33487  
(561) 994-4499

**CERTIFICATE OF AMENDMENT  
TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF FLANDERS B CONDOMINIUM**

I HEREBY CERTIFY that the document attached hereto as Exhibit "A" to this Certificate was duly adopted as the Amended and Restated Declaration of Condominium of Flanders B Condominium. The original Declaration of Condominium of Flanders B Condominium is recorded at Official Records Book 2367, Page 1516, of the Public Records of Palm Beach County, Florida.

DATED this 8th day of December, 2021.

WITNESSES

Irene Geller  
Signature

IRENE GELLER  
Print Name

Cara Cole  
Signature

Cara Cole  
Print Name

FLANDERS CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
President

By: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8th day of December, 2021, by Frank Iovine, as President, and Susan Wilson, as Secretary, of Flanders Condominium Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced as identification.

[Notary Seal]

Billinda Stinson  
Notary Public

Billinda Stinson  
Name typed, printed or stamped  
My Commission Expires: 1-27-2023

