



Errol by the Sea Condominium Association, Inc. Compiled By-Laws (Exhibit E)

This document is a compilation of the original By-Laws recorded June 7, 1974 in Book 1728, Pages 1345-1355 of the official public record of Volusia County, Florida along with all recorded amendments. The purpose of this compiled document is to create an easier to read and understand document. The documents used to compile this document are:

1. The original By-Laws as recorded in Volusia County Public Records, Book 1728, Pages 1345-1355, June 7, 1974.
2. By-Law amendments recorded in Volusia County Public Records, Book 1739, Pages 1254-1255, August 7, 1974 (Paragraphs 6.7 and 9).
3. By-Law amendments recorded in Volusia County Public Records, Book 1924, Pages 0290-0297, September 19, 1977 (Paragraph 1, 2.1, 2.2, 2.3, 2.9, 3.1, 3.2(a), 3.2(e), 3.2(f), 3.3, 3.6, 3.13, 3.14, 4(c), 4(d), 4(e), 4(f), 4(g), 5.4, 6.2, 6.3, 6.8, 8, and 9).
4. By-Law amendment recorded in the Volusia County Public Records, Book 3920, Page 4223-4224, May 10, 1994 (Paragraph 6.5).

Only the currently existing language was used in this compilation. Signatures of association officers, witnesses, notaries that signed original documents have been removed, but can be viewed on the originally recorded documents.

Every effort was made for accuracy. If there are questions, please see the original documents listed above.

By-Laws
Of
Errol by the Sea Condominium Association, Inc. By-Laws
a corporation not for profit
under the laws of the State of Florida

1. **Identity.** These are the By-Laws of Errol By The Sea Condominium Association, Inc., hereinafter called the "Association" a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Florida Statutes, Chapter 718 (1976), hereinafter referred to as the "Condominium Act".
 - 1.1 **The office** of the Association shall be at Errol by the Sea Condominium, New Smyrna Beach, Volusia County, Florida.
 - 1.2 **The fiscal year** of the Association shall be the calendar year.
 - 1.3 **The seal** of the Association shall bear the name of the corporation, the word, "Florida", the words "corporation not for profit", and the year of incorporation.
2. **Members' meetings.**
 - 2.1 **Annual members' meeting.** The general membership of the Association shall meet at the regular session once annually in Volusia County, Florida, at a location reasonably convenient to all the members and at a time selected by the Board of Directors for the purpose of electing Directors of the Association in accordance with the provisions of the Articles of Incorporation and these By-Laws of the Association, and for such other purposes as may be stated in the notice of such annual meeting which is sent to the members of the Association pursuant to these By-Laws.
 - 2.2 **Special members' meetings.** Special meetings of the general membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from persons entitled to cast twenty-five percent (25%) of the total outstanding votes entitled to be cast from time to time by members of the Association.
 - 2.3 **Notice of all members' meetings.** Except as otherwise provided in these By-Laws, notice of all meetings of the general membership of the Association, stating the time and place of the meeting and the objects and purposes for which such meeting is called, shall be given by the President, Vice President or Secretary of the Association. Such notice shall be given in writing by personal delivery or sent by U.S. Mail to such member at his address as it appears on the books of the Association not less than fourteen (14) nor more than (60) days prior to the date of the meeting. In the event of a dispute as to whether the required notice was mailed, proof of such mailing shall be given by affidavit of the person giving notice and such proof shall be conclusive evidence of its mailing. Such notice shall also be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to the date of the meeting. Any member may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Members may take action by written agreement without meetings unless meetings are otherwise required.
 - 2.4 **A quorum at members' meetings** shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.
 - 2.5 **Voting**

- a) In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.
 - b) If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.
- 2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.
- 2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:
- a) Calling of the roll and certifying the proxies.
 - b) Proof of notice of meeting or waiver of notice.
 - c) Reading and disposal of any unapproved minutes.
 - d) Reports of officers.
 - e) Reports of committees.
 - f) Appointment of inspectors of election.
 - g) Election of directors.
 - h) Unfinished business.
 - i) New business.
 - j) Adjournment.
- 2.9 This section was deleted from the original documents.
3. Directors
- 3.1 Membership. The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. The Board shall consist of six (6) directors elected by members other than the Developer, serving staggering terms of two (2) years each such that three (3) directors shall be up for election each year. The number of directors may be increased or decreased from time to time by amendment to these By-Laws, but shall never be less than five (5). In addition to the six (6) directors being elected by members other than the Developer, the Developer shall be entitled to elect one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business any unit in the Condominium. Unit owners other than the Developer shall be entitled to elect at least a majority of the members of the Board of Directors when so authorized under the Condominium Act.
- 3.2 Election of Directors shall be conducted in the following manner:
- a) Election of Directors shall be held at the annual members' meeting.

- b) A nominating committee of three (3) members shall be appointed by the Board of Directors not less than ten (10) days prior to the annual meeting of the members. The committee shall nominate one person for each director then serving. Nominations for additional directors created at the meeting shall be made from the floor, and other nominations may be made from the floor.
 - c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting to be entitled to cast his votes for as many nominees as there are vacancies to be filled. There shall be cumulative voting.
 - d) Except as to vacancies created by removal of directors by the members, vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by the remaining directors.
 - e) Subject to the provisions of subparagraph 3.1 of these By-Laws, any member of the Board of Directors may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all unit owners with the exception of the director selected by Developer. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting. Vacancy in the Board of Directors so created shall be filled by the member of the Association at the same meeting.
 - f) This section was deleted from the original documents.
- 3.3 The term of each Director's service, subject to the provisions of 3.2 (e) above, shall be for a term of two (2) years and shall extend until the third annual meeting of the general membership subsequent to the election of said Director and subsequently until successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
- 3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- 3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
- 3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- 3.7 Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- 3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by Declaration of Condominium, the Articles of Incorporation, or these By-Laws.
- 3.9 Adjourned meetings. 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. No further notice need be given of an adjourned meeting.
- 3.10 Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

- 3.11 The Presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.
- 3.12 The order of business at Directors' meetings shall be:
- a) Calling of roll.
 - b) Proof of due notice of meeting.
 - c) Reading and disposal of any unapproved minutes.
 - d) Reports of officers and committees.
 - e) Election of officers.
 - f) Unfinished business.
 - g) New business.
 - h) Adjournment.
- 3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of such fees shall require the affirmative vote of not less than two-thirds of the entire membership of the Association.
- 3.14 Open to members. Meeting of the Board of Directors shall be open to all members of the Association and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of members of the Association except in an emergency.
4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:
- a) To enter into a long-term management contract, providing for the management of condominium property.
 - b) To enter into contracts for the purpose of making available to the owners of condominium units and the residents of the condominium apartment buildings such services as, but not limited to, door man and automobile parking; maid service; security alarm system and the like, provided, however, that the term of period of such contracts shall not exceed fifteen (15) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party. No such contract shall impose any involuntary monetary obligation or assessment upon any resident of a condominium building or upon the Association, but shall serve only to make available such services at the election and option of the user.
 - c) To levy, collect and enforce assessments as called for in and in accordance with the Declaration of Condominium.
 - d) To adopt and publish rules and regulations governing the details of the operation and use of the common elements and facilities of the Condominium and the personal conduct of the members and their guests, and establishing penalties for the infraction thereof.
 - e) To suspend the right of a member to use the recreational facilities during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.
 - f) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, and to see to it that they are properly performed.
 - g) To cause all common elements under the management of the Association to be maintained, repaired, or replaced as necessary.
5. Officers

- 5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and such Assistant Secretaries and Assist Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice-President, provided, however, that the President shall not also be the Secretary or an Assistant Secretary. Any officer may be removed peremptorily by a vote of two-thirds of the directors present at any duly constituted meeting.
- 5.2 The President shall be the chief executive office of the Association. He shall have all of the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.
- 5.3 The Vice-President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 5.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties, incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary. The minutes of all meetings of unit owners and the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representative and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.
- 5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer or director.
6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:
 - 6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
 - a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

- b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
 - c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
 - d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.
 - e) Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominiums unit owners, which assessments may be made in advance in order to provide a working fund.
- 6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. A copy of a proposed annual budget of common expenses shall be mailed to the members of the Association not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The members of the Association shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the members. If a budget is adopted by the Board of Directors which requires assessment against the members in any fiscal year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the members of the Association, a special meeting of the general membership shall be held within thirty (30) days with not less than ten (10) days written notice to each unit owner. At the special meeting, the members shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all members of the Association. The Board of Directors may propose a budget to the members at a meeting of the general membership or in writing, and if such budget or proposed budget is approved by the members at the meeting, or by majority of all members in writing, such budget shall be adopted. In determining whether, assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded from the computation any authorized provision for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the Condominium property.
- 6.3 Assessments. Assessments against the Condominium unit owners for their share of the items on the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year remaining as of the date of such

amended assessment. Each such amended monthly installment shall be paid on the first day of the month, commencing the first day of the next ensuing month. However, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency, and notwithstanding any provision in the Declaration of Condominium, the Articles of Incorporation and these By-Laws, assessments shall be made not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. So long as the Developer holds any units for sale in the ordinary course of business, the Developer may not be assessed as a unit owner for capital improvements without the developer's written approval.

- 6.4 Acceleration of assessment installments upon default. If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- 6.5 The depository of the Association shall be such bank or banks or other insured financial institutions as shall be designated from time to time by the directors and in which the monies of the association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such person as are authorized by the directors, provided that a management Agreement may include in its provisions authority in the manager to sign checks on behalf of the Association.
- 6.6 Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for association funds in such an amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.
- 6.7 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not later than thirty (30) days after its receipt by the Board. Additionally, any record holder of a mortgage upon any unit of the condominium shall be furnished with at least one copy of the annual financial statement and report of the Association, prepared by certified public accountants designated by the Association, including a detailed statement of annual carrying charges or income collected in operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.
- 6.8 Accounting Records. The Association shall maintain accounting records according to good accounting practices which records shall be open to inspection by unit owners or their authorized representatives at reasonable times. Written summaries of the records shall be supplied at least annually to unit owner or their authorized representatives. Failure to permit inspection of the association's accounting records by unit owners or their authorized representatives shall entitle any person, prevailing in an enforcement action for inspection, to recover reasonable attorney's fees from the person in control of the books and records. The records shall include, but are not limited to:
 - a) A record of all receipts and expenditures.
 - b) An account for each unit designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and balance due.
7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-Laws.

8. Amendments. These By-Laws may be amended in the following manner:
- 8.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered. There shall be at least fourteen (14) days' written notice to each unit owner in advance of the meeting and the posting at a conspicuous place on the Condominium property a notice of the meeting at least fourteen (14) days prior to said meeting. Written notice shall be given as provided in the Declaration of Condominium. The foregoing requirements as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings.
- 8.2 Resolution. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed the President or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the general membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:
- a) Not less than sixty-six and two-thirds ($66 - 2/3\%$) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or
 - b) Not less than sixty-six and two-thirds percent ($66 - 2/3\%$) of the votes of the entire membership of the Association; or
 - c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Volusia County, Florida.
- 8.3 Proposals to amend. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended, new words shall be inserted in the text underlined and words to be deleted shall be lined though with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Law . . . for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.
- 8.4 Proviso. No amendment shall discriminate against any Condominium unit owner nor against any Condominium unit or class or group of units unless the Condominium unit or class or group of units so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or Articles of Incorporation. No amendment shall be adopted by the Association that would be detrimental to the sales of units by the Developer so long as the Developer holds units for sale in the ordinary course of business unless the Developer approves said amendment in writing, nor shall any amendment make any change which would have any effect on any of the rights, privileges, powers, and/or options herein provided in favor of or reserved to the Developer so long as the Developer shall be selling, conveying, leasing or transferring units in the ordinary course of business, unless the Developer shall join in the execution of such amendment; however, an increase in

assessment for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units. There shall be no amendment making any change which in any way effects the rights, privileges, powers and/or options herein provided in favor of or reserved to all record owners of mortgages of units of this Condominium, unless said mortgagees shall join in the execution of such amendment. Records owners of mortgages shall be provided with written notification by the Association thirty (30) days prior to the effective date of any amendment to these By-Laws.

- 8.5 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Volusia County, Florida.

ATTEST:


Dale Fage, Secretary


Witness

ERROL BY THE SEA CONDOMINIUM
ASSOCIATION, INC.


Kenneth Rhodes, President


Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, appeared Kenneth Rhodes and Dale Fage, personally known to me or who produced _____ as identification, in their capacities as President and Secretary of ERROL BY THE SEA CONDOMINIUM ASSOCIATION, INC. who did/did not take oaths.

SWORN TO AND SUBSCRIBED before me this 5 day of January, 2017.


Notary Public, State of Florida

My Commission expires:

