

10.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined-through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment stating,

10.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of fifty-three percent (53%) of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present or by the written agreement of fifty-one percent (51%) of the entire voting interests. Amendments correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, on Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Palm Beach County Public Records according to law.

10.6 Proviso. No amendment shall change the configuration of any Unit or the share in the common elements appurtenant to it or increase the Owner's share of the common expenses unless the record Owner of the Unit concerned and all record owners of the mortgages on the apartment shall join in the execution of the amendment and all other Unit Owners approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in F.S. 718.1255(1), as amended from time to time, must be arbitrated in mandatory nonbinding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, as long as the Condominium Act requires arbitration.

11.2 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall provide in writing a substantive response to the inquirer within ten (10) days of its receipt of the advice. If a legal opinion is requested,

the Board shall provide in writing a substantive response to the inquirer within sixty (60) days after the receipt of the inquiry. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall be obligated to respond to only one (1) inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation (including but not limited to arbitration) and they shall be allowed a period of thirty (30) days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the state of Florida or the Condominium Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere, shall include the Declarations of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Surveyor's Plat, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations of Condominium or amendments thereof. In the event of a conflict between the language in the Declarations of Condominium and the graphic descriptions of record, the graphic descriptions of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and
4. Rules and Regulations.

12.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.