

MAR-09-1998 03:40pm 70-069587

ORB 6380 Pg 1815

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR THE RIDGE AT THE BLUFFS**

WHEREAS, the Declaration of Covenants and Restrictions for The Ridge at the Bluffs was recorded in Official Record Book 4569, Page 0001, Public Records of Palm Beach County, Florida.

WHEREAS, Article XIII of the Declaration of Covenants and Restrictions for The Ridge at the Bluffs provides that the Declaration shall be amended by the consent of not less than 51% of all lot owners and the consent of the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots.

WHEREAS, Section 3.5 of the Bylaws of The Ridge at the Bluffs Homeowners Association, Inc. provides that the membership may act by written agreement in lieu of a meeting.

WHEREAS, the consent of the required mortgagee has been obtained and 51% of all lot owners executed a written agreement in lieu of a meeting, agreeing to amend the Declaration in the various particulars as set forth in Exhibit "1" attached to this Certificate.

WHEREAS, the Amendment and this Certificate shall be filed and recorded in the Public Records of Palm Beach County, Florida.

NOW THEREFORE, the Declaration of Covenants and Restrictions of The Ridge at the Bluffs is hereby amended in the particulars as stated in Exhibit "1" attached hereto; said amendment shall run with the real property known as The Ridge at the Bluffs and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, said Declaration shall remain unchanged and in full effect.

ORB 6380 Pg 1816

THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

ARTICLE VI, SECTION I OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE RIDGE AT THE BLUFFS IS AMENDED TO READ AS FOLLOWS:

1. Each owner shall maintain the exterior of his single family home, including the walls (excluding the lot perimeter wall as specified herein) and fences in good condition and repair. Each owner shall also maintain the roof, fascia and soffit of his single family home in good condition and repair.

If an owner fails to perform any of his maintenance obligations, the Association shall have the right, through it's agents, employees, or independent contractors, to cause the necessary maintenance and/or repairs to be performed. The cost thereof, including attorneys fees and reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the lot is subject and shall be collectible as an assessment pursuant to Article XI of the Declaration.

MORTGAGEE CONSENT TO AMENDMENT

Community Savings F.A., the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots located at THE RIDGE AT THE BLUFFS, consents to the above Amendment to the Declaration of Covenants and Restrictions for The Ridge at the Bluffs.

Community Savings F.A.

BY: Charles J. [Signature] Title Date 12/15/89

ORB 6380 Pg 1817

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendment was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for The Ridge at the Bluffs.

DATED this 20 day of DECEMBER, 19 89.

WITNESSES:

THE RIDGE AT THE BLUFFS
HOMEOWNERS ASSOCIATION, INC.

[Signature]

BY: [Signature]
President

[Signature]

ATTEST: [Signature]
Secretary

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

[Circular Stamp]
Corporate Seal

I HEREBY CERTIFY that on this 20th day of December, 1989, before me personally appeared Paul Cherry, President of The Ridge At The Bluffs Homeowners Association, Inc., a Florida not-for-profit corporation, to me known to be the individual and officer described in and who executed the aforesaid Certification as their free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the Instrument is the act and deed of the Corporation.

SHORN TO and subscribed before me this 20th day of December, 1989.

[Notary Seal]
NOTARY PUBLIC (SEAL)

[Signature]
Notary Public
State of Florida at Large
My commission expires:

This instrument prepared by:

ST. JOHN & KING
500 Australian Ave. So., Suite 600
West Palm Beach, Florida 33401

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Return to: (enclose self-addressed stamped envelope)

Name

Address:

JUN-17-1994 4:02 PM 94-212731
ORB 8310 Pg 877

Property Appraiser's Parcel Identification (Folio) Number(s):

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions for The Ridge at the Bluffs Homeowners Association, Inc. The original Declaration is recorded in Official Records Book 4560, at page 0001 of the Public Records of Palm Beach County, Florida.

DATED this 8 day of June, 1994.

The Ridge at the Bluffs
Homeowners Association, Inc.

By: Patricia W. French
Patricia French, President

Attest: Albert Jakubowski
Albert Jakubowski, Secretary

(SEAL)

(SEAL)

Linda Sheets
Witness
LINDA SHEETS
(Print Name)

William F. Quown III
Witness
William F. Quown III
(Print Name)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

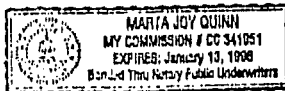
BEFORE ME personally appeared Patricia French, President of The Ridge at the Bluffs Homeowners Association, Inc., and Albert Jakubowski, Secretary, known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 8 day of June, A.D. 1994.

(SEAL)

Marta Joy Quinn
Notary Public
State of Florida at Large
My Commission Expires:

This instrument prepared by:
Louis Caplan, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 855-8994



09510105.260

EXHIBIT "A"

THE RIDGE AT BLUFFS HOMEOWNERS ASSOCIATION, INC.
WRITTEN AGREEMENT IN LIEU OF A MEETING

WE, THE UNDERSIGNED OWNERS AND MEMBERS OF THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC., AGREE TO THE PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE RIDGE AT THE BLUFFS, AS SET FORTH BELOW.

The original Declaration of Covenants and Restrictions for the Ridge at the Bluffs Homeowners Association, Inc. is recorded in Official Records Book 4569, at Page 0001 of the Public Records of Palm Beach County, Florida.

Words underlined are added and words ~~struck through~~ are deleted.

AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

There shall be a new Section M added to Article IX(2) of the Declaration of Covenants and Restrictions for the Ridge at the Bluffs Homeowners Association, Inc. which shall read as follows:

M. Cable TV and Comparable Services.
Notwithstanding anything to the contrary contained in this Declaration, the Articles of Incorporation, or the Association By-Laws, the Board of Directors has the authority to enter into a contract for bulk rate cable television services, satellite or other television signals. In the event such a contract is entered into, the Association shall have the authority to assess owners for the cost in the same manner as assessments are otherwise levied. However, any Owner who is hearing impaired or legally blind, may be excused for the cost of such service, on no greater than an annual basis.

Article IX.2 of the Declaration is amended to read as follows:

2. Any and all lease agreements between an owner and a lessee of such owner shall be in writing, ~~shall provide for a term of not less than ninety (90) days, and which lease agreement~~ must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall

This

ORB 8310 Pa 879
DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

also state who will be responsible for the assessments as stated above and it shall be the obligation of all home owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. No unit may be leased more than once in any twelve (12) month period without prior Board approval. Unless provided to the contrary in a lease agreement, a home owner, by leasing his home, automatically delegates his right of use and enjoyment of the common areas and facilities to his lessee; and in so doing, said owner relinquishes said rights during the term of the lease agreement.

Article XII of the Declaration is amended to read as follows:

The enforcement of this Declaration, the Articles of Incorporation and Bylaws may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein in the Declaration, Articles of Incorporation or Bylaws. The Developer, the Association, or any individual may, but shall not be required to, seek enforcement of the Declaration, Articles of Incorporation or Bylaws. Any individual who seeks enforcement of the Declaration, Articles of Incorporation or Bylaws shall by his actions be deemed to have indemnified the Developer and the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

The Association shall have the additional authority to levy fines against a lot owner, his guests, relatives, or lessees for any violation or breach of the covenants and terms of the Declaration, Articles of Incorporation and Bylaws. Any fine levied against a lot, shall be considered an individual assessment and shall be collectable in the same manner as an assessment. Fines shall be levied in the manner and in the amount as determined by the Association Board of Directors.

00510101.amd

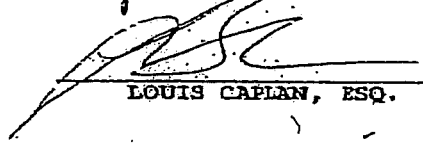
John & King
1 Australian Ave. S.
Palm Bch, Fl. 33401
Suite 602

AUG-24-1994 3:43pm 94-289439
ORB: 8400 Pg 1241

MORTGAGE CONSENT TO AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE RIDGE AT THE BLUFFS

I HEREBY CERTIFY that the Declaration of Covenants and Restrictions for The Ridge at the Bluffs, originally recorded in Official Records Book 4569, at Page 0001 of the Public Records of Palm Beach County, Florida, was amended as shown on the attached Exhibit "A" to this Certificate, originally recorded in the Public Records of Palm Beach County, Florida, Official Records Book 8310, at Page 877, and that said amendment received mortgage consent which is affixed as Exhibit "B" to the amendments.

Dated this 24th day of August, 1994


LOUIS CAPLAN, ESQ.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24th day of August, 1994, by Louis Caplan.
He/She is personally known to me or has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign: Valerie J. King

Print: Valerie J. King

State of Florida at Large

My Commission Expires: (Seal)



Public or Private Instrument

ORB 8400 Pg 1242

EXHIBIT A

SN-17-1994 0000 94-213731
8310 877
JAN 15 1999 11 31 AM EST

Private Instrument (Public Instrument)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were
duly adopted as Amendments to the Declaration of Covenants and Restrictions for The Ridge at the
Bluffs Homeowners Association, Inc. The original Declaration is recorded in Official Records Book
4809, at page 0001 of the Public Records of Palm Beach County, Florida.

DATED this _____ day of _____, 1994.

The Ridge at the Bluffs
Homeowners Association, Inc.

Witness
S. A. SICA
(Print Name)

By: Patricia French
Patricia French, President (SEAL)

Witness
L. K. ...
(Print Name)

Albert Jakobowski, Secretary (SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

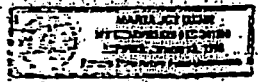
BEFORE ME personally appeared Patricia French, President of The Ridge at the Bluffs
Homeowners Association, Inc., and Albert Jakobowski, Secretary, known to me to be the individuals
who executed the foregoing instrument and acknowledged to and before me that he executed such
instrument as Secretary of the Association with due and regular corporate authority, and that said
instrument is the true and legal act of the Association.

WITNESS my hand and official seal this 6 day of June, A.D. 1994.

(SEAL)

Maria Jay G.
Notary Public
State of Florida at Large
My Commission Expires

This instrument prepared by:
Louie Corbin, Esquire
ST. JOHN KING & DICKER
600 American Avenue Co., Suite 600
West Palm Beach, Florida 33401
(407) 834-1094



ORR 8400 P 1243

SRB 8310 M 878

EXHIBIT "A"THE RIDGE AT BLUFFS HOMEOWNERS ASSOCIATION, INC.
WRITTEN AGREEMENT IN LIEU OF A MEETING

WE, THE UNDERSIGNED OWNERS AND MEMBERS OF THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC., AGREE TO THE PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE RIDGE AT THE BLUFFS, AS SET FORTH BELOW.

The original Declaration of Covenants and Restrictions for the Ridge at the Bluffs Homeowners Association, Inc. is recorded in Official Records Book 4569, at Page 0001 of the Public Records of Palm Beach County, Florida.

Words underlined are added and words ~~struck through~~ are deleted.

AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

There shall be a new Section M added to Article IX(2) of the Declaration of Covenants and Restrictions for the Ridge at the Bluffs Homeowners Association, Inc. which shall read as follows:

M. Cable TV and Comparable Services.
Notwithstanding anything to the contrary contained in this Declaration, the Articles of Incorporation, or the Association By-laws, the Board of Directors has the authority to enter into a contract for bulk rate cable television services, satellite or other television signals. In the event such a contract is entered into, the Association shall have the authority to assess owners for the cost in the same manner as assessments are otherwise levied. However, any Owner who is heading lined or legally blind may be excused for the cost of such services, on no greater than an annual basis.

Article IX.2 of the Declaration is amended to read as follows:

2. Any and all lease agreements between an owner and a lessee of such owner shall be in writing, shall provide for a term of not less than ninety (90) days and which lease agreement must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall

ORB 8400 Pg 1244

JRE 2310 270
LOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

also state who will be responsible for the assessments as stated above, and it shall be the obligation of all home owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. No unit may be leased more than once in any twelve (12) month period without prior Board approval. Unless provided to the contrary in a lease agreement, a home owner, by leasing his home, automatically delegates his right of use and enjoyment of the common areas and facilities to his lessee; and in so doing, said owner relinquishes said rights during the term of the lease agreement.

Articles XII of the Declaration is amended to read as follows:

The enforcement of this Declaration, the Articles of Incorporation and Bylaws may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein in the Declaration, Articles of Incorporation or Bylaws. The Developer, the Association, or any individual may, but shall not be required to, seek enforcement of the Declaration, Articles of Incorporation or Bylaws. Any individual who seeks enforcement of the Declaration, Articles of Incorporation or Bylaws shall by his actions be deemed to have indemnified the Developer and the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

The Association shall have the additional authority to levy fines against a lot owner, his agent, relative, or lessee for any violation or breach of the covenants and terms of the Declaration, Articles of Incorporation and Bylaws. Any fine levied against a lot shall be considered an individual assessment and shall be collectable in the same manner as an assessment. Fines shall be levied in the manner and in the amount as determined by the Association Board of Directors.

09910101.AMS

EXHIBIT B

MORTGAGEE CONSENT TO AMENDMENTS

ORB 8400 Ps 1245

DOROTHY H. WILKEN

CLERK OF THE COURT - PB COUNTY, FL

Community Savings F. A., the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots located at THE RIDGE AT THE BLUFFS, consents to the attached Amendments to the Declaration of Covenants and Restrictions for THE RIDGE AT THE BLUFFS, which Amendments were originally recorded in the Public Records of Palm Beach County, Official Records Book 8310, at Page 978.

Community Savings F. A.

By: Charles J. Gifford VICE PRESIDENT 8/19/94
Title Date

APR 25 1995 3:36PM 95-128452

DBP 8717 Pg 376

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the By-Laws of The Ridge at the Bluffs Homeowners Association, Inc. The original Declaration of Covenants and Restrictions for The Ridge at the Bluffs is recorded in Official Records Book 4569 at Page 0001 of the Public Records of Palm Beach County, Florida.

DATED this 21 day of April, 1995.

WITNESSES:

THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

By: Patricia H. French
Patricia French, President

Albert Jakobowski
By: Albert Jakobowski, Secretary

Michael H. Forestell
Sign

MICHAEL H. FORESTELL
Print

Linda J. Sheets
Sign

LINDA J. SHEETS
Print

(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21 day of April, 1995 by Patricia French and Albert Jakobowski, as President and Secretary of The Ridge at the Bluffs Homeowners Association, Inc., who are personally known to me or who did take an oath.

NOTARY PUBLIC

This instrument prepared by:
Louis Caplan, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So.
Suite 600
West Palm Beach, Florida 33401

Sign Sheila A. O'Neil
Print Sheila A. O'Neil
State of Florida at
Large.
My Commission Expires: 9-23-95

ORB 8717 Pg 377
DOROTHY H. WILKEN, CLERK, P.B. COUNTY, FL

EXHIBIT "1"

AMENDMENT TO THE BY-LAWS OF
THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions for the Ridge at the Bluffs is recorded in Official Records Book 4569 at page 0001 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

The By-Laws of the Ridge at the Bluffs Homeowners Association, Inc. is amended by creating a new Paragraph 7.5 which provides as follows:

7.5 Limitation on Spending. The Association shall have the authority to expend Association funds on betterments to the common property, provided that if the expenditure is in excess of fifteen thousand dollars (\$15,000) for a single item or for a single purpose, approval of the members of the Association is required.

For the purpose of this Paragraph, approval shall be the affirmative vote of not less a majority of the voting members present, in person or by proxy, at a duly called annual meeting or special meeting of the membership.

Betterments shall be defined to include any additions or improvements to the common property or alterations to any existing improvements on the common property.

095101410.A

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
100 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

MAY-04-1998 2:25PM 98-163475
SS 10380 Pg 442
BRIEF HISTORY OF THE ASSOCIATION

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE RIDGE AT THE BLUFFS
AND THE BYLAWS AND ARTICLES OF INCORPORATION
OF THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for The Ridge at the Bluffs has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4569 at Page 1; and

WHEREAS, at a duly called and noticed meeting of the membership of The Ridge at the Bluffs Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), held on March 24, 1998, the Bylaws and Articles of Incorporation of the Association were amended in accordance with the provisions of such documents.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Bylaws and Articles of Incorporation is a true and correct copy of the amendments as amended by the membership:

(SEE ATTACHED HERETO)

WITNESS my signature hereto this 15th day of May, 1998, at _____ Paln Beach County, Florida.

THE RIDGE AT THE BLUFFS
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Robert B. Miller President

Attest: [Signature]
Edwin V. Durrance Secretary

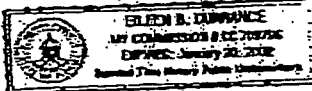
Witness: [Signature]
Karen B. March
(PRINT NAME)

Witness: [Signature]
Peter C. Mollegarden
(PRINT NAME)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of May, 1998, by Robert B. Miller and Edwin V. Durrance as President and Secretary, respectively, of The Ridge at the Bluffs Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

[Signature] (Signature)
Edwin V. Durrance (Print Name)
Notary Public, State of Florida at Large



089 10380 Pg. 443

AMENDMENTS TO THE ARTICLES OF INCORPORATION OF THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining", deletions shown by "strikeout")

Article II. Name. The name of this Association shall be THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC., whose present address is ~~10358 Riverside Drive, Palm Beach Gardens, Florida 33419~~ 215 Cape Pointe Circle, Jupiter, Florida 33477.

Article X. Board of Directors. The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than ~~five (5)~~ seven (7) Directors. After the Developer elects to divest itself of control of the Association, Directors must be members of the Association.

AMENDMENTS TO THE BYLAWS OF THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining", deletions shown by "strikeout")

Section 1. Identification of Association.

1.1 The office of the Association shall be for the present at ~~10358 Riverside Drive, Palm Beach Gardens,~~ 215 Cape Pointe Circle, Jupiter, Florida, and thereafter may be located at any place designated by the Board of Directors (the "Board").

Section 3. Membership; Members' Meetings; Voting and Proxies.

3.6 A quorum of the Membership shall consist of ~~one-third (1/3)~~ thirty percent (30%) of those persons entitled to cast the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a

quorum is present at any meeting, and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which, by express provision of the Declaration, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

* * *

Section 4. Board of Directors; Directors' Meetings.

4.1 The form of administration of the Association shall be by a Board of not less than three (3) nor more than ~~five (5)~~ seven (7) Directors. The Board shall determine the number of directorships for the succeeding year at the Board meeting prior to the Annual Members' Meeting.

* * *

4.4 ~~The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.~~ Staggered Terms. The directors elected by the members shall have two (2) year terms which shall be staggered terms commencing with the annual meeting and election of directors in 1998. To accomplish staggered terms, the following election procedure shall apply to the election of directors by members at the 1998 annual meeting of the members and election of directors. The three (3) directors receiving the highest number of votes shall be elected for a two (2) year term. The remaining directors elected shall be elected for a one (1) year term. All directors elected after the 1998 annual meeting and election of directors shall be elected for two (2) year terms. Each director shall serve until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. It shall be the purpose of this amendment to be effective for the 1998 annual meeting and election of directors. Therefore, if this amendment passes at the annual meeting, the terms of directors elected shall be in accordance with the terms of this Section 4.4 of the Bylaws as amended.

4.5

* * *

(e) ~~A Director designated by the Developer as provided in the Articles may be removed only by the developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.~~

ORB 10380 Pg 445
GROTHY H. WILKEN, CLERK PE COUNTY, FL

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the ~~Directors present~~ Vice President shall designate any one of their number to preside.

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be prepared at least annually. Such records shall include: (a) a record of all receipt and expenditures; (b) an account for each lot which shall designate the name and address of the Owner, the amount of each Assessment charged to the lot, the amounts and due dates for each Assessment, the amounts paid upon the account and the balance due; and (c) an account indicating the Association Expenses allocated under the budget of the Association ("Budget") and the Association Expenses actually incurred during the course of the fiscal year. The Board may order an audit at anytime it deems appropriate.



11/05/2001 15:35:25 20010485699
DR BK 13056 PG 0891
Palm Beach County, Florida

This Instrument Prepared by
and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 855-6224

**THIRD CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE RIDGE AT THE BLUFFS**

THE UNDERSIGNED of THE RIDGE AT THE BLUFFS HOMEOWNERS' ASSOCIATION, INC., 215 Cape Pointe Circle, Jupiter, FL 33477 certify that the Declaration of Covenants and Restrictions for The Ridge at the Bluffs ("Declaration") recorded in Official Records Book 4569 at Page 0001 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto. Exhibit "B" attached is the consent of the institutional mortgagee with the highest aggregate mortgage on the lots within The Ridge at the Bluffs.

Written consent for the amendment has been given in accordance with the provisions of §617.0701(4) Fla. Stat. (2000) and The Ridge at the Bluffs Homeowners Association, Inc.'s By-Laws, Section 3.5. The amendments text was prepared by The Ridge at the Bluffs Homeowners' Association, Inc.

The Declaration affects real property located in Palm Beach County, Florida as follows:

All of THE RIDGE AT THE BLUFFS according to the Plat thereof, recorded in Plat Book 50, pages 47-58, of the Public Records of Palm Beach County, Florida.

The Declaration has been amended by instruments recorded in Official Records Book 6380 at Page 1815, and in Official Records Book 8310 at Page 877 (with a consent recorded in Official Records Book 8400 at Page 1241) each recorded in the Public Records of Palm Beach County, Florida.

Dated this 31 day of August, 2001.

Witnessed by:

Signature here Marie Colarusso
Print name here Marie Colarusso

The Ridge at the Bluffs Homeowners Association, Inc.

By: Harold J. Stankard
Harold J. Stankard, President

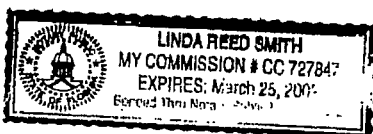
Signature here CHARLES COOPER
Print name here Charles Cooper

By: Carol Beccasio
Carol Beccasio, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 31 day of August, 2001 by Harold J. Stankard and Carol Beccasio, the President and Secretary, respectively of The Ridge at the Bluffs Homeowners Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.



Signature here Linda Reed Smith
Print name here LINDA REED SMITH
Notary Public, State of Florida
Serial Number:
My commission expires: P:\GG\01639\lrcertam.wpd

EXHIBIT "A"
TO THE THIRD CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE RIDGE AT THE BLUFFS

Article IX entitled "Association Expenses, Method of Determining Assessments, and Maintenance of Exterior Areas," Section 2.J entitled "Reserve Funds" (page 14) of the Declaration of Covenants and Restrictions for the Ridge at the Bluffs, is amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

2. To defray the Association expenses, there is hereby imposed upon each lot and its owner the affirmative covenant and obligation to pay the Association, and upon the Association the obligation to assess, collect and expend, the Association's expenses and those expenses hereinafter set forth.

* * *

J. Reserve Funds. The cost to establish an adequate reserve funds for replacement and/or refurbishment of the common areas and other Association expenses ("reserve funds capital contributions") in the amounts determined proper and sufficient by the Board; if any.

- (i) Establishment. The Board shall establish reserve funds for:
- (a) Expenses necessitated by storm damage ("Storm Reserve Fund"), and
- (b) Expenses necessitated with replacement or refurbishment of common areas ("General Reserve Fund").
- (ii) Budgeting. Reserve funds shall be budgeted and assessments for the funds levied as follows:
- (a) Storm Reserve Fund. If the Storm Reserve Fund, including accrued and unspent interest, shall be less than \$200,000, then the Board shall budget and levy assessments of \$30.00 per lot per quarter.
- (b) General Reserve Funds may be created and funded solely within the Board's total and complete discretion. Funding may be, but is not required to be, by a formula based upon an item's estimated remaining useful life which may change from time to time, and estimated replacement cost or deferred maintenance expense.
- (c) Reserve funds collected shall be transferred no less than quarterly into an account separate from other non-reserve funds.

(d) Interest accruing on reserve funds shall be deposited in the same account for, and allocated for the same purpose as the reserve funds were collected.

(e) Reserve funds including their interest shall be used only for the purpose collected, unless the monies' use for another purpose is approved in advance:

(1) For the Storm Reserve Fund, by either a majority of the Owners' votes cast at a members' meeting or the written consent of a majority of the members, in accordance with the By-Laws of The Ridge at the Bluffs, Section 3.

(2) For General Reserves Fund, by the Board.

(iii) Association Property. Each Owner acknowledges, understands and consents that reserve funds capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such reserve funds capital contributions or funds composed of the same. The association shall be responsible for maintaining the Contribution in a separate reserve account and to use such funds only for Costs and expenses as aforesaid.

This is a certified copy

This instrument Prepared by
and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, FL 33401-5014

(561) 655-6224

**INSTITUTIONAL MORTGAGEE CONSENT TO
CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS FOR THE RIDGE AT THE BLUFFS**

THE UNDERSIGNED of COMMUNITY SAVINGS, F. A., 660 U.S. Highway 1, North Palm Beach, Florida 33408, the "Institutional Mortgagee" (as defined in the Declaration of Covenants and Restrictions for The Ridge at the Bluffs) holding the highest aggregate indebtedness of units at The Ridge at the Bluffs development hereby consents to the amendment to the aforementioned Declaration as set forth in the attached Certificate of Amendment.

The undersigned further certifies that he is authorized to provide consent on behalf of Community Savings, F. A.

Dated this ✓ 3rd day of October, 2001.

Witnessed by:

Signature here >

Print name here >

Signature here >

Print name here >

By:

By:

Community Savings, F. A.

James B. Pittard, Jr., President

Deborah M. Rousseau, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of October, 2001 by James B. Pittard, Jr. and Deborah M. Rousseau, the President and Secretary, respectively of Community Savings, F. A. who are personally known to me or who have produced NA as identification and who did not take an oath.

Signature here >

Print name here >

Notary Public, State of Florida

Serial Number DD050468

My commission expires: August 15, 2005



This Instrument Prepared by
and PLEASE RETURN TO:

Jason H. Carls, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224



06/10/2003 15:39:26 20030340389
DR BK 15352 PG 1459
Palm Beach County, Florida

**FOURTH CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE RIDGE AT THE BLUFFS**

THE UNDERSIGNED of THE RIDGE AT THE BLUFFS HOMEOWNERS' ASSOCIATION, INC., 215 Cape Pointe Circle, Jupiter, FL 33477, certify that the Declaration of Covenants and Restrictions for The Ridge at the Bluffs ("Declaration") recorded in Official Records Book 4569 at Page 0001 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" and Exhibit "C" attached hereto. Exhibit "B" and Exhibit "D" attached hereto are the consents of the institutional mortgagee with the highest aggregate mortgage on the lots within The Ridge at the Bluffs to the two amendments.

Written consents to the amendments in Exhibit "A" and Exhibit "C" have been given in accordance with the provisions of §617.0704(4) Fla. Stat. (2002) and The Ridge at the Bluffs Homeowners' Association, Inc.'s By-Laws, Section 3.5. The Declaration affects real property located in Palm Beach County, Florida as follows:

All of THE RIDGE AT THE BLUFFS according to the Plat thereof, recorded in Plat Book 50, Pages 47-58, of the Public Records of Palm Beach County, Florida.

Dated this 1 day of June, 2003.

Witnessed by: Edna M. Stachiw

Sign here EDNA M. STACHIW

Print here Jean M. De Rosa

Sign here JEAN M. DE ROSA

Print here

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The Ridge at the Bluffs Homeowners' Association, Inc.

By: Edwin Beebe
Edwin Beebe, President

By: Phillip Cohen

Phillip Cohen, Secretary

[CORPORATE SEAL]

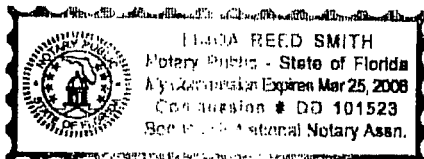
The foregoing instrument was acknowledged before me this 2 day of June, 2003 by Edwin Beebe and Phillip Cohen, the President and Secretary respectively of The Ridge at the Bluffs Homeowners' Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

LINDA REED Smith

PRINT NAME:
Notary Public, State of Florida

Serial Number: DD 101523
My commission expires: MAY 25, 2006

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Gelfand & Arpe, P.A.

One Clearlake Centre, Suite 1010, 250 South Australian Avenue, West Palm Beach, Florida 33401-5014
(561) 655-6224

EXHIBIT "A"
TO THE
FOURTH CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS FOR THE RIDGE AT THE BLUFFS

Article XIII entitled "Amendments," section 13 of the Declaration of Covenants and Restrictions for the Ridge at the Bluffs is amended as follows (The language added is underlined; the language deleted is ~~struck out~~):

1. ~~Until the closing of the first conveyance of a lot by Developer to an owner, other than Developer, (Amendment Date), any amendment may be made by Developer with consent of any mortgagee who has advanced funds for construction or who is under contract to advance construction funds, if any.~~
2. ~~After the Amendment Date, this This Declaration may be amended only by the vote or consent of a majority fifty-one percent (51%) of all lot owners together with the consent of the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots. The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration .~~
32. Notwithstanding the foregoing, no amendment to Articles IX or X, and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any owner, the Developer, or any institutional mortgagee under this Declaration without the specific written approval of the owner, the Developer or institutional mortgagee affected thereby.
4. ~~Prior to the transfer date, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the owners or the Board, provided that such amendment is reasonable and does not adversely affect in a material manner an owner's property rights. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each owner, the Association and all institutional mortgagees as soon after recording thereof amongst the Public Records of Palm Beach County, Florida, as is practicable.~~
53. An amendment to the Declaration shall become effective upon the recordation of the amendment's text with a certificate executed on behalf of the Association amongst the Public Records of Palm Beach County, Florida.

F:\JHC\01639\consent3.wpd

EXHIBIT "B"
INSTITUTIONAL MORTGAGEE CONSENT TO
CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS FOR THE RIDGE AT THE BLUFFS

THE UNDERSIGNED of **BankAtlantic, 5450 S. Central Boulevard, Jupiter, FL 33458**, the "Institutional Mortgagee" (as defined in the Declaration of Covenants and Restrictions for The Ridge at the Bluffs) holding the highest aggregate indebtedness of units at The Ridge at the Bluffs development hereby consents to the amendment to the aforementioned Declaration as set forth in the attached Certificate of Amendment.

The undersigned further certifies that he is authorized to provide consent on behalf of BankAtlantic

Dated this 30th day of April, 2003

Witnessed by:

Signature here [Signature]
Printed name here H. Wm. Persons

By: Corinne Muffly VP
(name & title)
Vice President

Signature here [Signature]
Printed name here TARA Brickman

By: _____
(name & title)

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 30 day of April, 2003 by Corinne Muffly and _____, the _____ and _____, respectively of BankAtlantic, who are personally known to me or who have produced _____ as identification and who did not take an oath.

Signature here [Signature]
Printed name here Tracey E. Pinder



Tracey E. Pinder
MY COMMISSION # DD134170 EXPIRES
July 14, 2006
BONDED THRU TROY FARM INSURANCE, INC.

Notary Public, State of Florida
Serial Number: _____
My commission expires: _____

EXHIBIT "C"
TO THE
FOURTH CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE RIDGE AT THE BLUFFS

Article XI entitled "Establishment and Enforcement of Liens," of the Declaration of Covenants and Restrictions for The Ridge at the Bluffs has been amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

All assessments for Association Expenses, including special assessments for same, and all installments thereof, (collectively, the "assessments") with interest thereon, late charges and costs of collection, including reasonable attorneys' fees at trial level, appellate level, or otherwise, are hereby declared to be a charge and a continuing lien upon the lot, together with such interest thereon at the highest rate allowed by law, late charges and costs of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owning the lot assessed. Said lien shall be effective ~~only~~ from and after the time of recordation amongst the Public Records of Palm Beach County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and late charges, costs and fees accrued, ~~the party~~ making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a lot as a result of a foreclosure of mortgage or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, ~~shall~~ not be liable for the share of assessments pertaining to such lot or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments and recorded prior to the recordation of a mortgage. Such ~~unpaid~~ share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectable from all lots, as the necessity may arise in the discretion of the Board.

2. In the event any owner shall fail to pay assessments or any installment thereof charged to his lot within ~~(15) days~~ after the same becomes due, the Association, through its board, ~~shall~~ have all of the following remedies to the extent permitted by law:

- A. To accelerate the entire amount of any assessments for the remainder of the calendar year

notwithstanding any provisions for the payment thereof in installments.

- B. To advance on behalf of said owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

- D. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association

F:\JHC\01639AMENDLIENS.wpd

This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF
THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Covenants and Restrictions** for **The Ridge at the Bluffs** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **4569** at Page **1**, encumbering those certain properties described as follows:

All of the plat of **THE RIDGE AT THE BLUFFS**, according to the plat thereof, recorded in Plat Book 50, Page 47, of the Public Records of Palm Beach County, Florida.

WHEREAS, the **By-Laws** for **The Ridge at the Bluffs Homeowners Association, Inc.** are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **The Ridge at the Bluffs Homeowners Association, Inc.**, a Florida not-for-profit corporation, held **October 25, 2017**, the aforementioned By-Laws were amended pursuant to the provisions of said By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the By-Laws are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
BY-LAWS OF
THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

* * *

Section 3. ~~Membership; Members' Meetings; Voting and Proxies and Elections.~~

* * *

~~3.10 At any time prior to a vote upon any matter at a meeting of the Membership, any Member may demand the use of a secret written ballot for the voting on such matter.~~

~~3.11 10 No member shall be allowed to exercise his vote or serve as a Director unless he is current on all assessments. The Association may suspend the voting rights of any Member who is delinquent more than ninety (90) days (or such other timeframe as may be provided by Chapter 720, Florida Statutes, as amended from time to time) in the payment of any monetary obligation (including but not limited to fines and late fees) to the Association. Any Member whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Member.~~

3.12 11 The order of business at Annual Members' Meetings and, as far as practical at other Members' Meetings, shall be:

1. Call to order by the President.
- ~~4.~~ 2. Election of chairman of the meeting. Appointment of the chairperson of the meeting at the discretion of the President or, in his or her absence, by a majority of the Board members present at the Annual Meeting. The chairperson may be an officer or director of the Association, a member of the Association, the attorney for the Association, or a representative of the Association's management company who will conduct the meeting without vote.
3. Proof of notice of meeting or waiver of notice.
- ~~3.~~ 4. Calling of the roll and Certifying of proxies to establish a quorum for non-election business.
5. Election of inspectors of elections (if not previously selected by the Board at a Board meeting).
6. Election of directors.
- ~~3.~~ Proof of notice of meeting or waiver of notice.
- ~~4.~~ 7. Reading and disposal of any unapproved minutes.
- ~~5.~~ 8. Report of officers.

~~6~~ 9. Reports of committees.

~~7~~. ~~Election of inspectors of elections.~~

~~8~~. ~~Election of directors.~~

~~9~~. 10. Unfinished business.

~~10~~. 11. New business.

~~11~~. 12. Adjournment.

Section 4. Board of Directors; Directors' meetings.

4.1 The form of administration of the Association shall be by a Board consisting of ~~not less than three (3) nor more than seven (7)~~ five (5) Directors. ~~The Board shall determine the number of directorships for the succeeding year at the Board meeting prior to the Annual Members' Meeting. All Directors must be Members of the Association.~~

4.2 ~~The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference.~~

4.2 The Board of Directors shall be elected by written ballot, voting machine, or by online voting to the extent permitted by applicable law, as amended from time to time. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. No Member shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited. In the event the Association permits online voting and same is permitted by law, as amended from time to time, the provisions of this Section which require written notice, written ballots, envelopes, mail or hand delivery shall not be applicable to those Owners consenting to use electronic transmission of notices and/or online voting, otherwise voting for the election of Directors will be conducted in the following manner:

A. Election of Directors must be held at or in conjunction with the Annual Members' Meeting whenever possible.

B. There is no quorum requirement for the election of Directors; however, at least 20 percent of the eligible voters must cast a ballot (which may be placed in the ballot box in person or may be mailed in to the Association, as long as it is received by the date and time of the election), by voting machine, or online voting, pursuant to such rules and guidelines as the Board of Directors may designate and to

the extent permitted by applicable law, as amended from time to time, in order to have a valid election.

C. Election process:

(i) Written notice of the scheduled election must be sent to each Member at his/her last known address as it appears on the books of the Association. The first notice of the date of the election must be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

(ii) Any Member desiring to be a candidate for the Board must nominate himself or herself in advance of the annual meeting as follows:

(a) provide written notice to the Association, which must be received by the Association not less than forty (40) days before the scheduled election, no later than 3:00 p.m. on the last day for notices of intent to be submitted. Unless prohibited by applicable law, when the deadline falls on a Saturday, Sunday or national holiday, the deadline shall be extended until 3:00 p.m. on the next business day. Written notice is effective when actually received by the Association. Only those eligible candidates who submit their names by this deadline will have their names appear on the printed ballot mailed or by electronic notice to all Members.

(b) A Member is defined as a person whose name is on the deed to the Lot or Home. When a Lot or Home is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter for that entity, as described elsewhere in these documents shall be eligible for Board service. When a Lot or Home is held in trust, grantors, trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Home) shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, seeks candidacy and such person is not identified on the deed to the Lot or Home as the grantor, trustee or beneficiary of the trust, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. No two individuals from the same Lot or Home shall be eligible to serve on the Board at the same time, unless they own

more than one Lot or Home, in which case eligibility is limited to one Director per Lot or Home.

(c) Nominations will not be accepted from the floor at the annual meeting.

(iii) The Board will schedule a meet-the-candidates event between thirty-five (35) to fourteen (14) days prior to the annual meeting and election.

(iv) Each Member must receive one (1) Ballot for each voting interest/Lot owned in the Ridge at the Bluffs. There shall be only one vote per Lot.

(v) Those attending the annual meeting and election in person will receive a ballot if they have not already submitted a ballot or voted online.

(vi) Once a ballot is submitted to the Association it may not be rescinded or changed.

(vii) The written ballot shall indicate in alphabetical order by surname, each and every Lot or Home Owner who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election (or such extended time frames for submission as specifically permitted herein), unless such person has, prior to the mailing of the ballot, withdrawn his/her candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be collected and retained by the Association and shall not be opened until the time of the election and after a motion to close the polls is approved by a floor vote at the annual meeting.

(viii) Elections will be conducted by secret ballot or by electronic voting methods authorized by the Board and permitted by applicable law as amended from time to time. If secret ballots are used (in lieu of or in conjunction with electronic voting methods) such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the association in an outer envelope bearing identifying information reflecting the name of the member, the Lot or Home address for which the vote is being cast, and the signature of the Lot or Home owner casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Lot or Home address the inner envelope shall be removed from the outer envelope bearing the

identification information, placed with the ballots which were personally cast, and opened when the ballots are counted.

a) Any outer envelope that is submitted without a signature shall be disqualified.

b) Any vote by ballot received after the closing of the balloting shall not be considered and shall be disqualified.

c) If more than one ballot is submitted by a Lot or Home address, all ballots for that Lot, parcel or address shall be disqualified regardless of the sequence in which they were submitted.

d) If more votes are checked off on a ballot than are permitted for a particular election, that ballot will be disqualified. Notwithstanding the foregoing, Members may vote for less candidates than are running and such ballots will be accepted.

e) Any disqualified envelopes shall be left sealed and marked "Disregarded" or similar words and have the reason stated on the face of the envelope. Any ballots which do not comply with the foregoing requirements shall be marked "Disregarded" or similar words with an explanation of same.

D. The inspectors of election must be appointed by a motion and vote from the floor. The inspectors of election must be Members of the Association or employees of the management company but may not be current Board members, candidates, spouses of candidates or current Board members, or anyone living in the home of a candidate or current Board member. Those individuals will verify that only one ballot was received from each Lot checking against the Association's list of qualified voters. A qualified voter is one whose voting rights have not been suspended by the Board of Directors pursuant to Chapter 720, Florida Statutes, as amended from time to time. Upon the commencement of the counting of the ballots at the annual meeting or election meeting, the polls are closed, even if no such motion has been made and approved, and no further ballots can be accepted.

E. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies.

F. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, may choose a successor to serve for the balance of the

unexpired term of office. The selection of a Director held for the purpose of filling said vacancy can be held at any regular or special meeting of the Board. If the remaining Board members cannot select a successor to fill a vacancy because of a deadlock, or choose not to select a successor to fill the vacancy, the Members can petition the Board of Directors to select a successor director with the signature of two-thirds (2/3) of the Members, and an election must be conducted in the manner set forth in this Section 4.2.

~~4.3 Subject to Section 4.5 below and the rights of the "Developer" as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies on the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.~~

~~4.4 3 Staggered Terms. The directors elected by the members shall have two (2) year terms which shall be staggered terms with two (2) directors elected in even numbered years and three (3) directors elected in odd numbered years, commencing with the annual meeting and election of directors in 1998. To accomplish staggered terms, the following election procedure shall apply to the election of directors by members at the 1998 annual meeting of the members and election of directors. The three (3) directors receiving the highest number of votes shall be elected for a two (2) year term. The remaining directors elected shall be elected for a one (1) year term. All directors elected after the 1998 annual meeting and election of directors shall be elected for two (2) year terms. Each director shall serve until his/her successor is duly elected and qualified, or until he/she is removed in the manner elsewhere provided. It shall be the purpose of this amendment to be effective for the 1998 annual meeting and election of directors. Therefore, if this amendment passes at the annual meeting, the terms of directors elected shall be in accordance with the terms of this Section 4.4 of the Bylaws as amended.~~

~~4.5 4 (a) A Director elected by the Membership may be removed from office in the manner outlined in Chapter 720, Florida Statutes, as amended from time to time, upon the affirmative vote or the agreement in writing of a majority of the Members at a special meeting of the Members for any reason deemed by the Members to be in the best interests of the Association. A meeting of Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.~~

* * *

WITNESS my signature hereto this 6 day of December, 2017, at Jupiter, Palm Beach County, Florida.

THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

Dorothy Barron
Witness

By: Mary Jo Petterson
President

Dorothy Barron
(PRINT NAME)

Attest: [Signature]
Secretary

Dorothy Barron
Witness

Dorothy Barron
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 6 day of December 2017, by Mary Jo Petterson and David Whitfelder, as President and Secretary, respectively, of **The Ridge at the Bluffs Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.



[Signature] (Signature)

Lisa Sullivan (Print Name)

Notary Public, State of Florida at Large