

AMENDMENT # 1

AMENDMENT
TO ARTICLE 1 OF THE
DECLARATION OF RESTRICTIONS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by ~~text~~; Additions are indicated by text.

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Article 1(a)-(g) unchanged.

Article 1(h) is relocated in alphabetical order below the new Article 1(h)

Occupancy

(a) "Family" or "single family" as so set forth herein is defined as the IMPROVED LOT OWNER and his/her spouse or domestic partner and his/her children, stepchildren and grandchildren, if any.

(b) Each IMPROVED LOT may only be used as a single Family residence for occupancy by one Family whose occupancy shall be restricted by, and subject to, the terms of the ASSOCIATION'S Declaration of Restrictions, Articles of Incorporation, Bylaws and Rules & Regulations ("Governing Documents") as amended from time to time.

(c) A Family may employ a domestic helper or other assistant who may reside on the IMPROVED LOT upon the written approval of the ASSOCIATION. At its discretion, the Board of Directors shall promulgate Rules & Regulations setting forth the approval procedure for a domestic helper which may require, amongst other items, the completion of an application, an application fee and the submission of documentation to the ASSOCIATION.

(d) The ASSOCIATION is a 55+, age restricted community ("Age Limitation(s)"). As such, each individual that is either an Improved Lot Owner's family, guest, invitees or approved lessees, if any, will be restricted by, and subject to, the Association's Age Limitation(s) including, but not limited to, limitations relating to the length of stay with the IMPROVED LOT OWNER.

All remaining sections of Article are re-ordered in alphabetical order.

AMENDMENT # 2

AMENDMENT
TO ARTICLE 1 OF THE
DECLARATION OF RESTRICTIONS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.
ADDING SECTION M

NOTE: Deletions are indicated by ~~text~~; Additions are indicated by text.

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Article(s) 1(a)-(l) unchanged.

(m) VOTING INTERESTS - Each IMPROVED LOT OWNER shall be entitled to one (1) vote for each IMPROVED LOT owned. When more than one (1) person owns an interest in any IMPROVED LOT the vote associated with that IMPROVED LOT shall be exercised as they determine, and as so designated in writing to the BOARD upon its request, but in no event shall more than one (1) vote per IMPROVED LOT be allowed.

AMENDMENT # 3

AMENDMENT
TO ARTICLE 2(B) OF THE
DECLARATION OF RESTRICTIONS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by ~~text~~; Additions are indicated by underlined text.

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OCCUPANCY AND USE.

Article 2(a) unchanged.

Article 2(b) Only passenger automobiles and non-commercial motor vehicles registered as passenger vehicles and capable of being garaged at all times are permitted in the Colony Woods subdivision. ~~No vehicles with pick-up beds, commercial trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers or trailers of any kind~~ are permitted to be parked or stored at any place on any Lot or in the Subdivision. For purposes of this provision, vehicles commonly designated as “sport utility vehicles” used solely as a passenger vehicle shall be deemed passenger automobiles and not trucks, provided they are neither registered for use for, nor used for, commercial purposes. In addition, pickup trucks (with or without caps) are hereby deemed to be trucks excluded from the Subdivision and shall not be considered to be “sport utility” vehicles, regardless of whether such pick-up truck is registered and used solely for non-commercial purposes. No boats may be kept or stored on any Lot, or in the Subdivision. No repair work of vehicles shall be conducted on any Lot, except within garages. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from or used in connection with construction or the provision of services to any Lot. All vehicles parked on any Lot must be in operating condition. No vehicle, which is unlicensed, uninsured or which cannot operate under its own power shall remain within the Subdivision for more than twenty-four (24) hours. All permitted vehicles must be equipped with appropriate noise muffling equipment so the operation of same does not create an unreasonable annoyance to the residents of the Subdivision. Pursuant to its rule making authority, the Board may promulgate Rules and Regulations interpreting and applying the foregoing vehicle restrictions.

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Deleted: , except as herein provided. It is the express intent of this provision that only passenger automobiles and other noncommercial motor vehicles registered as passenger vehicles and capable of being garaged at all times may be parked or stored within the Subdivision.

Article 2 (b) The following definitions shall be applied to this Article:

(i). Commercial Vehicle: A Commercial Vehicle is defined as:

(a) a vehicle which displays writing on its body expressing a company name and/or address and/or telephone number or that maintains exposed ladders, tools, or other such visible equipment utilized in the furtherance of commercial activity or;

(b) a vehicle with a gross vehicle weight rating of ten thousand pounds or more or;

(c) a vehicle designed to transport more than 15 passengers, including the driver; or;

(d) a vehicle used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. ss. 1801 et seq.).

(e) a vehicle that does not have passenger seats other than next to the driver,

(f) a vehicle that does not have windows on each side and the rear that encompass a majority of the entire vehicle.

(g) Any vehicle that can be classified as a Commercial Vehicle pursuant to Florida Statute as amended from time to time.

Specifically excluded from the definition of Commercial Vehicles are sport utility vehicles used primarily for noncommercial activities provided they do not maintain more than four wheels.

(ii) Mobile Home or Motor Home: A Mobile or Motor Home is a dwelling which is built on an integral chassis, transportable in one or more sections and is eight feet or more in width. Tie-in, anchoring or permanency of the Mobile or Motor Home is regardless for this definition.

(iii) Recreational Vehicle (RV) An enclosed piece of equipment with wheels, either with its own power and/or engine or transported attached to a vehicle designed to be moved from place to place for people to temporarily live in and be protected from the elements while away from their permanent domicile. This definition includes RVs intended for brief leisure activities such as vacations and camping or as full or part time residence(s). By way of example, but not limitation, the following different classes of vehicles are considered an RV:

- Truck Camper - unit is affixed to the bed or chassis of a vehicle.
- Folding Camping Trailer - light-weight unit with sides that collapse for towing and storage.
- Travel Trailer - heavier unit with rigid sides designed to be towed by most vehicles by means of a bumper or frame hitch.
- Fifth Wheel Travel Trailer - designed to be towed by a vehicle equipped with a hitch or upon a truck bed.
- Park Model - designed for occasional relocation. Typically requires a tow vehicle and a highway movement permit.
- Motorhome- a product of the Winnebago Company. A synonym for a Mobile Home or Recreational Vehicle.
- Class A Motorcoach - constructed on a specially designed motor vehicle chassis, typically resembling a bus.
- Class B Campervan - built using a conventional van, to which a raised roof has been added.
- Class C Mini-motor home - built on an automotive manufactured chassis with an attached van cab section.

AMENDMENT # 4

AMENDMENT
TO ARTICLE 2 OF THE
DECLARATION OF RESTRICTIONS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by ~~text~~; Additions are indicated by text.

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OCCUPANCY AND USE.

Article 2(a) unchanged.

Article 2(b) unchanged

Article 2(c)

Section 1. Statement of Intent, Minimum Ages for Occupancy

(a) The ASSOCIATION is intended for occupancy by persons fifty-five (55) years of age or older as set forth in Section 807(b)(2)(C) of the Fair Housing Amendments Act of 1988 and all regulations relating thereto (see 24 C.F.R. §100.304) and the Florida Fair Housing Act as set forth in §760.20 of the Florida Statutes as both may be amended from time to time (hereinafter collectively referred to as the "Act"). Under the Act, such housing for older persons exempts the ASSOCIATION from the prohibition against discrimination on the basis of familial status as such term is defined in the Act. To meet the exemption requirements the following occupancy restrictions and procedures shall govern.

(b) The ASSOCIATION shall do whatever is required by the Act, this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations to adhere to policies and procedures required by the Act to maintain the ASSOCIATION as housing for persons fifty-five (55) years of age or older.

Section 2. Occupancy by Older Persons.

(a) At all times eighty percent (80%) of the IMPROVED LOTS within the ASSOCIATION must be occupied by at least one (1) person who is fifty-five (55) years of age or older.

(b) No IMPROVED LOT may be occupied by any person nineteen (19) years of age or younger. Persons nineteen (19) years of age or younger may be permitted to visit for a reasonable period not to exceed sixty (60) days in any calendar year.

(c) Every IMPROVED LOT OWNER and his/her approved lessee, if any, shall be deemed to have a contract with the ASSOCIATION to ensure that occupancy requirements in this section are met at all times. This Article shall be deemed to be a

covenant running with the IMPROVED LOT. An IMPROVED LOT OWNER is responsible to ensure that his/her Family, guests, invitees and approved lessees, if any, comply with this Article and the Governing Documents.

Section 3. Proof of Age. All persons, prior to the earlier of either obtaining record title or taking occupancy of an IMPROVED LOT, shall deliver to the ASSOCIATION documentation demonstrating proof of age which such documentation shall include a certified copy of a registered birth certificate from a governmental agency and/or any other documentation or picture identification as may be required by the ASSOCIATION or pursuant to the applicable law, as amended from time to time.

Section 4. Application; Determination of Occupancy.

(a) A person desiring to become an "Approved Occupant" shall submit to the ASSOCIATION a completed and signed application (on a form to be provided by the ASSOCIATION) along with the documentation demonstrating proof of age.

(b) All proposed lease agreement(s) shall specify, and if it fails to so specify, shall be deemed to express the lessee and all other occupants shall abide by the ASSOCIATION'S Governing Documents and shall specify the ASSOCIATION has the remedies provided for in this Article - and the Declaration, including seeking costs and reasonable attorneys' fees incurred by the ASSOCIATION in connection with the exercise and enforcement of same.

(c) Within thirty (30) days of receipt of such written application, the ASSOCIATION shall determine whether the applicant qualifies for occupancy under the Act and this Declaration. Thereafter, the ASSOCIATION shall issue written notification to the applicant(s) as to the outcome of the ASSOCIATION'S determination.

Section 5. Remedies for Non-Compliance. The ASSOCIATION concurrently may exercise one or more of the following remedies for non-compliance in addition to any other remedies provided for in its Governing Documents and by law:

(a) Lease of an IMPROVED LOT: In the event an occupant of an IMPROVED LOT does not meet the requirements of this Article and/or the ASSOCIATION'S Governing Documents, the ASSOCIATION shall be entitled to seek equitable relief including, but not limited to, seeking to evict the IMPROVED LOT OWNER'S occupants, including lessee, that are in violation of the ASSOCIATION'S Governing Documents. In the event the ASSOCIATION prevails in such an action, the IMPROVED LOT OWNER and the IMPROVED LOT OWNER'S occupants, jointly and severally, shall be responsible for all costs and attorney's fees incurred by the ASSOCIATION.

(b) The ASSOCIATION shall be entitled to evict all occupants that violate this Article and the Declaration, including Family Members, domestic helpers, approved lessees, if any, guests and invitees with the standing of "attorney-in-fact" or as "agent" of and for the IMPROVED LOT OWNER(s). This right of eviction by the ASSOCIATION shall apply only:

(1) after the expiration of fifteen (15) days from the date on which the ASSOCIATION mails a notice stating its intentions to the

IMPROVED LOT OWNER by certified mail, return receipt requested or hand delivery and;
(2) provided the IMPROVED LOT OWNER fails to commence eviction proceedings on his/her own and then fails to so notify the ASSOCIATION in writing within the fifteen (15) fifteen day period of same.

Section 6. Sale, Gift or Other Transfer.

(a.) In the event an intestate sale, gift, bequeath or other such similar transfer of an Improved Lot causes a violation of the occupancy requirements of this Article the ASSOCIATION shall follow the notice requirements set forth in Section above and shall be entitled to utilize all of the remedies set forth in this Article and the Governing Documents. In such an instance, the prevailing party shall be awarded his/her costs and attorney's fees incurred in connection with same.

Section 7. General Provisions.

(a.) The ASSOCIATION shall retain all documents and records relating to its determination of applications pursuant to this Article and its further compliance with the Act.

(b.) It shall be the responsibility of the IMPROVED LOT OWNER to provide all occupants with a copy of the ASSOCIATION'S Governing Documents. Notwithstanding the foregoing, all occupants shall be bound by the terms of the Declaration, the Governing Documents and the Act even though the IMPROVED LOT OWNER has failed to comply herewith.

AMENDMENT # 5

AMENDMENT
TO ARTICLE 3 OF THE
DECLARATION OF RESTRICTIONS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by ~~text~~; Additions are indicated by text.

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3. NO TRADE, BUSINESS OR PROFESSION, ETC. ~~No IMPROVED LOT may be used for conducting any business, profession, trade or activity that would constitute a nuisance. By way of example but not limitation, excessive noise or activity on the IMPROVED LOT or the continual presence of commercial trucks and/or vehicles at the IMPROVED LOT for the business, trade, profession or activity being conducted thereon or multiple deliveries or retrieval of items to or from the IMPROVED LOT are considered instances of nuisances for this Article.~~

Deleted: No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described Lots.

AMENDMENT # 6

AMENDMENT
TO ARTICLE 8 OF THE
DECLARATION OF RESTRICTIONS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by text; Additions are indicated by underlined text.

8. PAYMENT OF ASSOCIATION EXPENSES BY OWNER. The Lot Owner of each Improved Lot in the Subdivision is hereby made liable to the Association for a pro rata share of the cost (including taxes and insurance) of the operation and maintenance of the Recreation Facilities and all other expenses of the Association, including but not limited to, the costs of maintaining the exteriors of the houses and landscaping, as described in paragraphs 6 and 7 above and reasonable reserves as so determined at the sole discretion of the Board.

The annual budget for the Association including reasonable reserves, if any, shall be prepared by the Board of Directors and circulated to the Association members at least thirty (30) days prior to its adoption. The decision to establish and fund reserves shall be made by the BOARD in its absolute and sole discretion. Assessments shall be payable in quarterly installments by each Improved Lot Owner to the Association. Such pro rata share shall be computed by dividing the annual budget of the Association by the number of Improved Lots. Each Lot Owner of Improved Lots in the Subdivision agrees that the pro rata share of the cost of the operation and maintenance of the Recreation Facilities and other expenses of the Association, including maintenance of building exteriors and landscaping as aforesaid, constitute a lien or charge upon such Lot Owner's Improved Lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach and be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the Lot, the name of the record Lot Owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Assessments that remain unpaid ten (10) calendar days after their respective due date shall bear interest at the highest rate allowable by law on a per annum basis from the date each assessment installment was due until paid, along with a late fee of twenty-five (\$25.00) dollars. The aforesaid late fee can be changed from time to time by a majority vote of the Board. All claims of lien filed hereunder shall secure all unpaid and future assessment installments, including any special assessments, which are payable to the Association when the claim of lien is recorded, together with interest, late fees, costs of collection, and all costs incurred or sustained by the Association in perfecting and enforcing such lien, including reasonable attorney's fees incurred by the Association incident to all aspects of the collection of such assessment or

the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien and all assessment installments and special assessments coming due thereafter. Upon full payment, the Lot Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any Institutional Lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. A suit to recover a money judgment against the Lot Owner personally obligated to pay all unpaid assessment installments, including special assessments, together with interest, late fees, costs of collection, and reasonable attorney's fees may be maintained at the option of the Association without waiving the lien securing same. In addition, the Association may suspend a Lot Owner's right to use the Recreation Facilities during such time as any assessment remains unpaid. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of facilities or services provided or abandonment of his/her Lot.

AMENDMENT # 7

AMENDMENT
TO ARTICLE 13 OF THE
DECLARATION OF RESTRICTIONS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

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13. ENFORCEMENT OF NON-MONETARY DEFAULTS. These restrictions and requirements may be enforced by an action at law or in equity by any of the Lot Owners in the Subdivision or the Association. In the event of a violation by any Lot Owner, any tenant of a Lot Owner, any person residing with a Lot Owner, or their guests or their invitees (other than the non-payment of any assessments) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations, the Association, ~~may~~ notify the Lot Owner and any tenant of the Lot Owner of any violation by written notice. If such violation is not cured as soon as practicable and in any event within fifteen (15) days after such written notice, or if the violation is not capable of being cured within such fifteen (15) day period, if the Lot Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within fifteen (15) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option ~~and discretion, undertake the following action(s) singularly or in any combination:~~ (i) commence an action to enforce the performance on the part of the Lot Owner or tenant or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or (ii) commence an action to recover damages and/or (iii) ~~take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, or improvement or change which has not been approved by the Board, acting by and through the Architectural Committee, or performing any maintenance required to be performed by this Declaration, or replacing any landscaping or vegetation removed without the approval of the Board~~ ~~and/or (iv) levy a fine or fines, in an amount to be set by the Board, which shall not exceed the maximum amount allowed by law at the time of the violation. Said fine(s) shall be levied, upon a Lot Owner for failure of such Lot Owner, and/or at the discretion of the Board, any tenant of such Lot Owner, any person residing with such Lot Owner, or their guests or their invitees, for their respective failure to comply with any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations. Further, use rights to the Recreation Facilities may be suspended with respect to any or all such persons, provided the following Notice and Hearing procedures are adhered to:~~

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A. NOTICE. The Association shall notify the Lot Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension may not be imposed without notice of at least fourteen (14)

calendar days to the Lot Owner sought to be fined or suspended (“Notice”).

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B. HEARING. Pursuant to said Notice, the subject Lot Owner shall be given an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee (“Hearing”). If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

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C. PAYMENT. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. FINES. A fine shall not exceed one hundred dollars (\$100) per violation. Each day a violation exists may be treated as a separate violation; however, a fine for any violation which is accruing each day the violation continues may not exceed one thousand dollars (\$1,000) in the aggregate. The Association may file an action to recover a fine and is entitled to collect reasonable attorney’s fees and costs incurred in such action. All monies received from fines shall be allocated as directed by the Board, subject to the provisions of this Declaration.

The requirements for Notice and Hearing of this Section shall not apply to the imposition of a fine or suspension against a Lot Owner if that Lot Owner is past due on any assessment installment, including special assessments, or other charges.

All expenses incurred by the Association in connection with such non-monetary default and all the expenses incurred by the Association to enforce this Declaration, including reasonable attorney fees (whether or not suit is filed) shall be assessed against the applicable Lot Owner and shall be due upon written demand by the Association. The Association may file an action to recover any such expenses and is entitled to collect reasonable attorney’s fees and costs incurred in such action.

Deleted: The Association shall have a lien for any such assessment as hereinbefore provided in Section 8 of this Declaration, and any interest, costs or expenses associated therewith, including attorney fees incurred in connection therewith such assessment or enforcement procedures, whether or not suit was filed, and may take such action to collect such assessment or foreclose said lien as in the case and manner of other assessments as provided above.¶

AMENDMENT #8

TO ARTICLE V, SECTION 1 OF THE BY-LAWS FOR COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by ~~text~~;
Additions are indicated by underlined text.

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ARTICLE V

Assessments.

1. The Board of Directors of the ASSOCIATION shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the ASSOCIATION. The expenses shall include expenses of the operation, maintenance and replacement of the lands and improvements to be maintained by the ASSOCIATION, costs of carrying out the powers and duties of the ASSOCIATION, and insurance premiums and expenses relating thereto, including fire insurance and extended coverage, of which the Board of Directors, utilizing its reasonable business judgment, shall have the sole discretion as to procuring such insurance and the amount of coverage(s) thereto, taxes and any other expenses designated as expenses from time to time by the Board of Directors of the ASSOCIATION, or under the provisions of the Declaration of Restrictions to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the ASSOCIATION, to make and collect assessments and to operate and maintain lands and improvements to be maintained by the ASSOCIATION. Funds for the payment of expenses shall be assessed against the ~~Lot Owners~~ as provided in the Declaration of Restrictions. Said assessments shall be payable quarterly. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

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AMENDMENT #9

AMENDMENT
TO ARTICLE V, SECTION 2 OF THE
BY-LAWS FOR
COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by ~~text~~;
Additions are indicated by underlined text.

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ARTICLE V

Assessments.

2. When the Board of Directors has determined the amount of any assessment, the Treasurer of the ASSOCIATION shall mail or present to each Lot Owner a statement of said Lot Owner's assessment. All assessments shall be payable to the Treasurer of the ASSOCIATION and, upon request, said Treasurer shall give a receipt for each payment made to him/her. Any assessments which are not paid when due shall be delinquent. ~~vv~~

Deleted: If the assessment is not paid when due, in addition to a Twenty-Five (\$25) Dollar late fee, the assessment shall bear interest from the date of delinquency, at 18% per annum and

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Deleted: costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of facilities or services provided or abandonment of his lot.

AMENDMENT #10

TO ARTICLE VII, SECTION 2 OF THE BY-LAWS FOR COLONY WOODS HOMEOWNERS' ASSOCIATION, INC.

NOTE: Deletions are indicated by ~~text~~;
Additions are indicated by underlined text.

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ARTICLE VII

Amendments. These By-Laws may be amended in the following manner:

2. A **Resolution** adopting ~~an~~ amendment to these By-Laws, ~~shall~~ be proposed by ~~a~~ member of the Board of Directors ~~at a regular or special meeting of the Board of Directors.~~ These By-Laws may be amended, at regular or special meetings of the Board of Directors, by a majority vote. No amendment shall discriminate against any Lot Owner nor against any Lots unless the Lot Owners so affected shall consent. No amendment shall be made which is in conflict with the Declaration of Restrictions or the Articles of Incorporation.

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