PINE TREE COUNTRY CLUB ESTATES, INC
10800 S. Military Trail
Boynton Beach, FL 33436

April 3, 2026

TO: All Members of The Pine Tree Country Club Estates, Inc.

RE: NOTICE OF ADOPTED AMENDMENTS TO THE RESTATED BY-LAWS

Dear Pine Tree Member,

At the duly called and noticed meeting of the membership held on **March 3, 2026**, the members of The Pine Tree Country Club Estates, Inc. approved **six (6) amendments** to the Association's Restated By-Laws.

These amendments have now been officially recorded in the Public Records of Palm Beach County, Florida.

Recording Information: Official Records Book 36404, Page 1338 (CFN 20260108047)

A complete copy of the recorded **Certificate of Amendment**, including the full text of all six amendments as Composite Exhibit "1", is available for review at the Palm Beach County Clerk & Comptroller's Official Records Department.

These amendments are now in full force and effect and form part of the governing documents of the Association.

If you have any questions regarding the amendments, please contact the Board of Governors through the Association's management office.

Thank you for your continued support of our community.

Sincerely,
The Pine Tree Country Club Estates, Inc.
Kimberly Huertas, President

OR BK 36404 PG 1338
RECORDED 3/27/2026 8:26 AM
Palm Beach County, Florida
Michael A. Caruso, Clerk
Pgs: 1338 - 1350; (13pgs)

Prepared by and return to:
Gerstin & Associates
40 S.E. 5th St., Suite 610
Boca Raton, FL 33432

[Space Above This Line For Recording Data]

Certificate of Amendment to The Pine Tree Country Club Estates, Inc. Restated By-Laws

WHEREAS, the *Restated By-Laws for The Pine Tree Country Club Estates, Inc.* was duly recorded in Official Records Book 6795 at Page 768 of the Official Records of Palm Beach County, Florida ("By-laws);

WHEREAS, at a duly called and noticed meeting of the membership of the Association on March 3, 2026, six amendments to the By-laws (Composite Exhibit "1") were passed by the members pursuant to its provisions, the Association's Governing Documents, and applicable Florida law;

NOW THEREFORE, the undersigned hereby certify that the By-law amendments attached hereto as Composite Exhibit "1" is a true and correct copy of the amendments duly passed by the membership of the Association.

IN WITNESS WHEREOF, my signature affixed below on this 19th day of March 2026.

Witness #1: _____

Print name: Adriana H Mork

Print address: 10531 St. Andrews Rd

Witness #2: Gail Deacon

Print name: Gail Deacon

Print address: 4576 Turnberry Ct

The Pine Tree Country Club Estates, Inc.

By: _____
Kimberly Huertas, President

By: _____
Deborah Murphy, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ☐ online notarization, this March 19, 2026 by Kimberly Huertas, and Deborah Murphy who are ✓ personally known to me or who has produced _____ as identification.

[Notary Seal) Notary Public _____

MARGARET A. PEREZ
MY COMMISSION # HH 595140
EXPIRES: September 27, 2028

Name typed, printed or stamped Margaret A. Perez

My Commission Expires: 9/27/2028

Amendment #1

Full text of amendments to the Restated By-Laws of Pine Tree Country Club Estates, Inc. as recorded in O.R. Book 6795, Page 768 of the official public records of Palm Beach County, Florida ("By-Laws"). The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

ARTICLE II

SECTION 6 – Code of Conduct. The purpose of this Code of Conduct is to ensure that all members, residents, guests, and Board members act with respect, civility, and integrity in their interactions with each other and with the Association. This Section establishes behavioral expectations that foster a positive and cooperative community environment. This Section may be enforced through all available means, including the issuance of fines.

All members, residents, and their guests shall:

(A) Treat others with dignity and respect, including Board members, management, staff, vendors, and fellow residents.
(B) Refrain from abusive, harassing, or threatening language or behavior, including verbal attacks, intimidation, or personal insults during meetings, communications, or on common property.
(C) Follow Association rules and regulations and comply with all reasonable requests from Association management or personnel.
(D) Use appropriate channels (e.g., written complaints, requests through management) for addressing concerns or disputes with the Board or the Association.
(E) Not disrupt meetings of the Board, committees, or membership, and shall observe rules of order and decorum during such meetings.

In addition to the foregoing member code of conduct, Board members and committee members shall:

(A) Act in the best interests of the Association and not for personal or partisan gain.
(B) Maintain confidentiality of privileged or sensitive Association information.
(C) Disclose any conflict of interest and recuse themselves from votes where a conflict exists.
(D) Treat homeowners, staff and fellow governors with courtesy and professionalism.
(E) Avoid misuse of authority or interference with management functions delegated to staff or vendors.

This Section may be amended via the Board's rulemaking authority.

Amendment #1

Amendment #2

Full text of amendments to the Restated By-Laws of Pine Tree Country Club Estates, Inc. as recorded in O.R. Book 6795, Page 768 of the official public records of Palm Beach County, Florida ("By-Laws"). The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

ARTICLE III

SECTION 6 – Bond. A surety bond shall be purchased by the Association covering the faithful performance of the duties of all officers or employees who have charge of handling Association funds, such bond to include the Treasurer; Secretary or any other officers or employees entrusted with the funds of the Association. The Association shall obtain and maintain Directors and Officers (D&O) liability insurance in amounts deemed reasonable by the Board of Governors to protect against liabilities that may arise from the performance of Board-related duties. The coverage shall extend to all duly elected or appointed governors, officers, and any individuals acting on behalf of the Association within the scope of their designated roles. To the fullest extent permitted by Florida law, the Association shall indemnify, defend, and hold harmless each member of the Board of Governors, each officer, and any committee member or agent of the Association from and against any and all claims, liabilities, damages, losses, costs, and expenses incurred by or imposed upon such member in connection with any claim, action, suit, or proceeding to which they may be made a party by reason of any act or omission performed or omitted by them in good faith and in a manner reasonably believed to be in the best interests of the Association and within the scope of their duties. Indemnification shall not apply to matters arising from: acts or omissions that constitute gross negligence, intentional misconduct, or a knowing violation of law, acts for personal benefit not authorized by the Board or not in the best interest of the Association, and claims arising out of self-dealing, fraud, or breach of fiduciary duty.

Amendment #2

Amendment #3

Full text of amendments to the Restated By-Laws of Pine Tree Country Club Estates, Inc. as recorded in O.R. Book 6795, Page 768 of the official public records of Palm Beach County, Florida ("By-Laws"). The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

ARTICLE IV

SECTION 1 – Board of Governors. The Board of Governors shall ~~consists~~consist of nine (9) members. ~~At the Annual Meeting and Election of the Board of Governors on the third Tuesday of February in 1971, three members to the Board of Governors will be elected for three years, three members to the Board of Governors will be elected for two years, and three members to the Board of Governors will be elected for one year. Thereafter,~~ tThree members of the Board of Governors shall be elected each year at the Annual Meetings of the Members of the Association, to fill the vacancies on the Board of Governors caused by the expiration of the term of the members of the Board whose term expires at the time of the Annual Meeting. No individual shall serve more than two (2) consecutive terms on the Board of Governors, with each term consisting of three (3) years. Notwithstanding the term limits stated, if a vacancy on the Board arises due to resignation, removal, death or other reason before the end of a governor's term, the President may nominate an individual, including a former governor who is otherwise term-limited, to fill such vacancy. Any appointment shall be subject to approval by a majority vote of the remaining Board members. The appointed governor shall serve only for the remainder of the unexpired term.

No two individuals who are related by blood, marriage, or adoption to the first or second degree (including but not limited to spouses, parents, children, siblings, in-laws, and domestic partners) shall serve on the Board of Governors of the Association at the same time. If elected or appointed in violation of this provision, the second individual to assume office shall be deemed ineligible, and their position shall be considered vacant. Any governor who simultaneously serves as an officer or director of the Pine Tree Golf Club, Inc., The Villas of Pine Tree Homeowners Association, Inc., or any other subsidiary or affiliated association or entity, must recuse themselves from any vote or deliberation by the Board of Governors of this Association that directly involves or materially affects the operations, governance, or financial interests of such other board or entity. The recusal requirement applies to, but is not limited to: contract approvals involving the other board or entity, allocation of costs or shared responsibilities, and enforcement matters where the other board is a party. All Board members must fully disclose any actual or potential conflict of interest, including but not limited to personal, familial, financial or business interests that may reasonably appear to influence their decision-making as a governor.

Amendment #4

Full text of amendments to the Restated By-Laws of Pine Tree Country Club Estates, Inc. as recorded in O.R. Book 6795, Page 768 of the official public records of Palm Beach County, Florida ("By-Laws"). The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

ARTICLE IV

Section 5 – Powers of the Board of Governors. The Board of Governors shall have control and jurisdiction over the physical properties and facilities of the Association, presently owned or subsequently acquired. It shall have jurisdiction over the manner in which these properties and facilities will be used or operated. The Board of Governors shall be responsible for providing expansion and improvement of such facilities in order that they may be adequate for the present as well as the future membership. The Board of Governors shall have the power and authority to authorize disbursements of Association funds for capital improvements and expenditures, so long as each such separate improvement or expenditure does not exceed the sum of $50,000.00. The Board of Governors shall have the power and authority to authorize disbursements of Association funds in amounts of more than $50,000.00 for any single capital expenditure or improvement, only with the approval of a majority of all of ~~those members of the Association constituting a quorum,~~ the members (voting in person or by proxy) at any regular or specially called meeting thereof. The foregoing spending limitations shall not apply to the use of funds in the restricted reserve accounts established by the membership. The reserve funds, in such accounts, and any interest accruing there on shall remain in the reserve accounts and may be used only for authorized reserve expenditures for which such accounts were established.

The Board of Governors shall take action and conduct hearings on:

(A) Charges made against members of the Association.
(B) Alleged misconduct of members of the Association.
(C) Any default in the payments called for under the By-Laws,
(D) Abatement of nuisances.
(E) Screening of prospective tenants/renters and approval or disapproval of a rental or lease agreement.

The Board of Governors may determine and assess a reasonable fine for any violation it finds to have occurred.

The Board of Governors shall promulgate rules and regulations governing the use of the properties of the members of the Association. Such rules established from time to time shall be for the express purpose of always preserving the property as a highly desirable and exclusive recreation and residential section for the residents of the ~~PINE TREE COUNTRY CLUB ESTATES, INC~~Pine Tree Country Club Estates, Inc. Members shall not use their properties for commercial purposes.

Amendment #4
Amendment #4

~~The Board of Governors shall have and exercise the power of levying assessments and maintenance fees for any purpose provided in these By-Laws. Annual assessments shall be levied against all members owning lots in the Pine Tree Subdivision (as such lots are depicted in the unrecorded plat of Pine Tree Golf Club) for general operations of the Association (the "general assessment"), and for funding of restricted reserves of the Association (the "reserve assessment"), plus, for those members owning improved properties in the Subdivision, an additional amount for the Association's portion of gate access operations of the Subdivision (the "gate access assessment"). For purposes hereof, the owner of more than one lot shall be regarded as the owner of each lot or fraction of a lot owned, and the term "improved property" shall mean any property upon which a home is located and any property upon which any physical phase of construction of a home as commenced.~~

~~Unless the members of the Association shall approve a higher amount, as hereinafter provided, beginning with the 2021 fiscal year the board may not impose general assessments and gate access assessments which exceed 105 percent of assessments for the preceding fiscal year. Any determination of whether each of the foregoing assessments separately (not cumulatively) exceed 105 percent of assessments for the prior fiscal year shall exclude one-time expenses, reserve assessments, and special assessments. in 2020, the maximum amount of the annual assessments shall be $450.00 per Lot for general assessment and $860.00 per Lot for the gate access assessment.~~

~~Any annual assessment levied by the Board of Governors may, in its discretion, be less that the applicable maximum amount hereby provided. Any annual assessment proposed by the Board of Governors in excess of the applicable maximum amount hereby provided shall be subject to approval of the majority of the members of the Association present in person or by proxy at the annual meeting of the members of the Association or at a special meeting of members called for such purpose, with the budgets upon which the proposed assessment is based being submitted to the members at least thirty (30) days prior to either such meeting. The annual assessments shall become due and payable in one or more installments as determined by the Board of Directors. Statements shall be mailed to the members at their addresses as they appear on the Association's records. If a duly made assessment is not paid within (30) days after the date it becomes due, the Treasurer shall send a notice of default to the delinquent member by registered mail, return receipt requested. If payment is not received within thirty (30) days from the date of the notice of default, the Treasurer shall report the default to The Board of Governors. Thereafter, the Board may take such legal action against the member as it deems best (including the placement of a lien against the property of the member). In collecting any delinquent payment, the Board shall collect from the member, the payment, ten percent (10%) interest on the payment from the due date, the costs of any legal action, reasonable attorneys' fees and any other cost of collection, including any late fee as provided herein. Also, to the extent that the portion of Florida Statute 720.3082 related to first mortgagee liability for payment of delinquent assessments of prior owner may not already apply to properties governed by these By-Laws, the provisions of the statutory section are hereby incorporated, including any amendments to that statutory section which may hereafter occur.~~

Amendment #4

~~To the extent the existing paragraph 4, as previously amended, is inconsistent with this Amendment, this Amendment shall control. In all other respects this paragraph as previously amended, shall remain in full force and effect.~~

On demand, the Association shall furnish to any owner, mortgagee or bona fide potential purchaser, a statement showing the unpaid assessments or maintenance charges against any lot or lots which the demanding party owns, holds a mortgage on, or is negotiating to purchase.

The Association, through the Board of Governors, has the power to institute against any member causes of action either by injunction or at law, for the enforcement of deed restriction on properties located in the Pine Tree Subdivision.

The Board of Governors shall have the power to appoint an architectural committee or committees to pass upon the design and construction of any residence in the Pine Tree Subdivision.

The Board of Governors shall have the power to require all members of the Association to uniformly maintain their properties located within the subdivision. Among those powers specifically entrusted to the Board of Governors in the right to require the members to properly maintain their properties and to keep their lawns and shrubbery trimmed and neat and to remove all objectionable debris or material that may be located thereon.

The Board of Governors shall have the power to enter ~~Into~~into negotiations with Palm Beach County for the Creation of a special taxing district under the provisions of the special Taxing District Ordinance of Palm Beach County. Creation of any taxing district shall be subject to vote of the members as provided by law.

Notwithstanding the foregoing to the contrary, the Association shall be responsible for the landscape maintenance of any Unimproved Lot which is not adjacent to an Improved Lot whose Owner is the same as the Owner of the Unimproved Lot: the forgoing shall be levied as a special assessment against the Unimproved Lots and their Owners, based on the cost incurred by the Association for the particular Lots and Owners. As used in these By-Laws, the term "Unimproved Lot" means any Lot which has not yet been cleared for construction of a residence.

The Board of Governors has the authority to enforce the provisions of the governing documents and duly adopted rules and regulations of the Association through, by way of example, but not limitation, the following measures:

(A) Deactivation of Vehicle Decals. The Board shall have the authority to deactivate or revoke access-related devices, including but not limited to vehicle decals or transponders, for any lot owner or occupant who is in violation of the Association's governing documents.

(B) Suspension of Voting Rights. The voting rights of a lot owner may be suspended by the Board if the owner if more than 90 days delinquent in the payment of any monetary obligation due to the Association, or if the owner is found to be in violation of the governing documents following proper notice and hearing procedures.

(C) Fines. The Board shall have the power to levy fines for violations of the governing documents in accordance with Florida law, as amended from time to time.

Amendment #4

Amendment #5

Full text of amendments to the Restated By-Laws of Pine Tree Country Club Estates, Inc. as recorded in O.R. Book 6795, Page 768 of the official public records of Palm Beach County, Florida ("By-Laws"). The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

ARTICLE IV

SECTION 6 – Assessment Funds.

(A) The assessment or maintenance fee levied by the Board of Governors shall constitute the general fund to be used for, but not limited to, the following purposes:

(1) For the enforcement of all deed restrictions in the subdivision.
(2) For lighting, improving and maintaining streets and dedicated rights-of-way within the subdivision.
(3) For operating and maintaining any storm drains now or hereafter constructed in said subdivision that are not, or will not, be under the direct supervision of the city or county.
(4) For the maintenance of parkways.
(5) For the collection of rubbish and debris and the eliminations of fire hazards.
(6) For doing any other things necessary or desirable, in the opinion of the Board of Governors, to keep the property in neat and good order.
(7) For the general welfare of the owners and occupants of the lands included in the subdivision.
(8) For any other proper expense necessary to the operation and purposes of this Association.

(B) The assessments levied on improved property by the Board of Governors for ~~security protection~~gate access shall constitute the ~~security~~ gate access fund, which fund shall be accounted for separately in the bookkeeping system, to be used for, but not limited to, the employment of gatemen, policemen, watchmen or ~~security~~ patrols.

(C) ~~(C)~~ The Board of Governors, in its sole discretion, shall determine to which fund shall be charged any expenses incurred by the Association.

(D) The Board of Governors shall have and exercise the power of levying assessments and maintenance fees for any purpose provided in these By-Laws. Annual assessments shall be levied against all members owning lots in the Pine Tree Subdivision (as such lots are depicted in the unrecorded plat of Pine Tree Golf Club) for general operations of the Association (the "general assessment"), and for funding of restricted reserves of the Association (the "reserve assessment"), plus, for those members owning improved properties in the Subdivision, an additional amount for the Association's portion of gate access operations of the Subdivision (the "gate access assessment"). For purposes hereof, the owner of more than one lot shall be regarded as the owner of each lot or fraction of a lot owned, and the term "improved property" shall mean any property upon which a home is located and any property upon which any physical phase of construction of a home as commenced.

Unless the members of the Association shall approve a higher amount, ~~as hereinafter provided, beginning with the 2021 fiscal year~~ the board may not impose general assessments and gate access assessments which exceed 105 percent of assessments for the preceding fiscal year or the CPI, whichever is greater. Any determination of whether each of the foregoing assessments separately (not cumulatively) exceeds 105 percent of assessments for the prior fiscal year or the CPI, whichever is greater, shall exclude one-time expenses, reserve assessments, and special assessments. ~~in 2020, the maximum amount of the annual assessments shall be $450.00 per Lot for general assessment and $860.00 per Lot for the gate access assessment.~~

Any annual assessment levied by the Board of Governors may, in its discretion, be less that the applicable maximum amount hereby provided. Any annual assessment proposed by the Board of Governors in excess of the applicable maximum amount hereby provided shall be subject to approval of the majority of the members of the Association present in person or by proxy at the annual meeting of the members of the Association or at a special meeting of members called for such purpose, with the budgets upon which the proposed assessment is based being submitted to the members at least thirty (30) days prior to either such meeting. The annual assessments shall become due and payable in one or more installments as determined by the Board of Directors. Statements shall be mailed to the members at their addresses as they appear on the Association's records. If a duly-made assessment is not paid within (30) days after the date it becomes due, the Treasurer shall send a notice of default to the delinquent member by registered mail, return receipt requested. If payment is not received within thirty (30) days from the date of the notice of default, the Treasurer shall report the default to The Board of Governors. Thereafter, the Board may take such legal action against the member as it deems best (including the placement of a lien against the property of the member). In collecting any delinquent payment, the Board shall collect from the member, the maximum permitted by Florida law, as amended from time to time, including the payment of a $25 per month late fee, ~~ten~~eighteen percent (18~~0~~%) interest on the payment from the due date, the costs of any legal action, reasonable attorneys' fees and any other cost of collection, including any late fee as provided herein. Also, to the extent that the portion of Florida Statute 720.3082 related to first mortgagee liability for payment of delinquent assessments of prior owner may not already apply to properties governed by these By-Laws, the provisions of the statutory section are hereby incorporated, including any amendments to that statutory section which may hereafter occur.

(E)-In addition~~al~~ to the annual operating expenses, the budget will include restricted reserve accounts for the following capital expenditures and deferred maintenance for which the Association is responsible, as approved by the Membership: gatehouse, roadways and paving; monuments, perimeter walls & fencing; mailboxes; and drainage /culvert systems. Such reserves shall be determined, maintained, and waived in the manner provided in Chapter 720, Florida Statutes, as amended from time to time.

(F)Any meeting at which a proposed annual budget of the Association will be considered by the Board or owners shall be open to all owners. At least 14 days prior to such a meeting, the Board may hand deliver to each owner, mail to each owner at the address last furnished to the Association by the owner, or electronically transmit to the location furnished by the owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or

manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

If the Board adopts in any fiscal year an annual budget which requires assessments against owners which exceed the greater of 105 % (One Hundred and Five Percent) of the prior year's budget or the CPI, the Board shall conduct a special meeting of the owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each owner, or mail to each owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the Bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Any determination of whether assessments exceed the greater of 105 % (One Hundred and Five Percent) of the prior year's budget or the CPI, shall exclude any authorized provision for reasonable reserves for repair or replacement of the Association property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, insurance premiums, or assessments for betterments to the Association property.

Amendment #5

Amendment #6

Full text of amendments to the Restated By-Laws of Pine Tree Country Club Estates, Inc. as recorded in O.R. Book 6795, Page 768 of the official public records of Palm Beach County, Florida ("By-Laws"). The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

ARTICLE VIII

SECTION 4 – Architectural Committee.

(G) GENERAL RESTRICTIONS:

(2)(a) Prohibited Vehicles and Items.

Except as otherwise allowed in Section 2(b) below, the following shall not be kept, stored or parked anywhere on the property under the jurisdiction of the Association except within an enclosed garage of a home on a lot:

Trucks, including ~~pick-up trucks or~~ any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without; agriculture vehicles; dune buggies, swamp buggies and all-terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; travel trailers; commercial vehicles as defined below; motorcycle delivery wagons; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; vehicles that are an eyesore, noisy, unsightly or junkers, or which have flat or missing tires, or which do not appear to be in working order; vans (certain vans are permitted by Section 2(b) below); boats and boat trailers. Golf carts, Low-Speed Vehicles (LSVs), All Terrain Vehicles ("ATVs"), Utility Terrain Vehicles ("UTVs"), and all other motorized personal transportation devices except for wheelchairs and other such devices being used pursuant to a medical prescription, diagnosis or handicap ("Scooters") (collectively Golf Carts, LSVs, ATVs, Scooters and UTVs are "Alternate Vehicles") are not permitted to park in a way that blocks the front entrance of any lot. All Alternate Vehicles (if applicable) operators must hold a valid driver's license. Alternate Vehicles may only be operated on the roadways within Pine Tree Country Club Estates, Inc., and/or the homeowner's driveway, and only in a safe and responsible manner. Alternate Vehicles may not be driven on a vacant lot, any other homeowner's property or lot, Pine Tree Golf Club, Inc. property, or the property owned by the Lake Worth Drainage District, unless the driver of the Alternate Vehicle has the express consent of the owner of the property or lot, Pine Tree Golf Club, Inc. or Lake Worth Drainage District. Owners and/or operators are responsible for any personal injury or property damage resulting from the careless or negligent operation of an Alternate Vehicle,

(b) Exceptions.

Amendment #6

Amendment #6

The following exceptions to the prohibitions in Section 2(a) above shall apply:

1. Moving vans shall be permitted to park, but not on the grass, for the purpose of loading and unloading and at no time shall same park as such during the hours of 9 PM to 7 AM.
2. Vehicles, regardless of classification, necessary for the maintenance and care of any property shall be permitted, during permitted Association working hours, and only for the time period during which the maintenance and care is being provided.
3. Service and delivery vehicles, regardless of classification; servicing any property shall he permitted, during the Association's permitted working hours and only for that period of time to render the service or delivery in question, except for emergencies.
4. Vehicles for handicapped persons, "handicapped" being defined by any fair housing law shall be permitted.
5. Police and Emergency vehicles shall be permitted.
6. Certain vans which are permitted. Subject to other non-van restrictions in Section 2(a) above, the following shall be permitted: a two axle van as defined below which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.
7. Allowance for up to four (4) hours for loading and unloading of boats and recreational vehicles (motor homes, etc.) will be permitted after check-in with the security guards.
~~8. Pick-up trucks are permitted during the hours of 6 AM to midnight but must be parked in an enclosed garage during the hours of midnight to 6 AM.~~

(c) Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck (other than a pickup truck) or van. If a vehicle is listed as a truck in the Guide and falls within the description in 2(b)6 above, then the vehicle shall fall within the exception of 2(b)6. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Governors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 2(b)6 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 2.
2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo. Actual use of the vehicle shall not be considered; only its outward appearance shall be. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.
3. A "truck" shall mean any motor vehicle, other than a pickup truck, which is classified as a truck in accordance with Section 2(c)1 above.

Amendment #6

4. A "van" shall mean any motor vehicle which is classified as a truck in accordance with Section 2(c)1 above and which has two (2) axles.

(d) Election of Remedies. Violators will be subject to Board action as per Article IV, Section 5 of the By-Laws. Once the action is taken, the Board shall have the right to take any other action that is permitted by the Articles of Incorporation, the By-Laws or any Statutes or Ordinance. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Articles of Incorporation, Bylaws, or other deed restriction documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the foregoing documents.

Amendment #6