

Bel Mare Condominium Association, Inc.
Board of Directors Meeting Minutes
December 06, 2012
FINAL

A meeting of the Board of Directors of Bel Mare Condominium Association, Inc. was held on Thursday, December 06th, 2012 at 5:00 PM in the 2nd floor clubroom located at 130 Riviera Dunes Way. William Horton and Mike Becks were present constituting a quorum of the board. Mr. Schuster was not in attendance. Doug Jenkins represented Condominium Associates (CA) and Tammy Goldman On-site Administrator Bel Mare Condominium Association.

Call to Order

Mr. Jenkins called the meeting to order at 5:01 PM.

Proof of Notice

Mr. Jenkins certified that proper notice was given.

Dispense of Reading & Approval of Minutes

Mr. Becks made a *motion* to dispense the reading of and approve both the September 11th, 2012 and November 05th, 2012 Board of Directors Meeting Minutes. Mr. Horton seconded the motion. *The motion carried unanimously.*

President's or Treasurer's Report

- A. Defects Update, Construction, Legal:** Mr. Horton reported that construction will be starting an overtime scheduled. Mr. Horton discussed the PTC issue, Spa issue, and status of completion of construction. Mr. Horton reported that the Associations attorney and Slider will visit the Architect at their offices to review records and that the Association is preparing the Associations documents for submission.
- B. Delinquency Update:** Mr. Horton reported on the short sales and that unit 1-1003 bank foreclosure is complete.
- C. Update on Trial Exhibits:** Mr. Horton reported that the first filming went well, and asked that if anyone was interested in participating in the second filming to contact him.
- D. Resident Handbook:** Mr. Horton reported that the Resident Handbooks which recap many of the Rules, Regulations, Policies and Procedures and other frequently used contact information are available through the Bel Mare Office.

New Business

- A. Phase 4, Lease and/or Purchase Resolution:** Mr. Horton discussed the proposed resolution (see attached) and that the Board is to consider sending the resolution to the Owners for approval. Mr. Horton discussed that the plan would be to prepare support documentation like what was done for the prior swap effort, and to employ the same organization of owners to contact others and achieve approval. Mr. Becks made a *motion* to approved sending out the resolution to the owners for their approval. Mr. Horton seconded. *The motion carried unanimously.*

- B. Documents and Bylaw Amendments:** Mr. Horton discussed that the Rules Committee has submitted to the Board proposed changes to the DOC's (Declaration of Condominium) and Bylaws that have been reviewed by the Associations Attorney (see attached). The changes are meant to remove Developer language, correct some mistakes, and make some changes required to help in the administration of the Association. Mr. Becks made a *motion* to approve sending out the changes to the owners for vote pending clarification of the language in Article XIV, 14.5 of the DOC's. Mr. Horton seconded. *The motion carried unanimously. (Subsequently the language was not clarified to the satisfaction of Mr. Becks so the motion is withdrawn and not approved)*
- C. Fitness Hours:** Mr. Horton discussed that currently the Fitness Center hours of dawn to dusk were policy inherited by the developer and that the Board is proposing to change and bring the policy in line with actual usage which is twenty four hours a day. Mr. Becks made a *motion* to change the Fitness Center hours to reflect the Associations current procedure of twenty four hours a day usage. Mr. Horton seconded. The motion carried *unanimously*.
- D. Beth Callans Management Write Off:** Mr. Horton reported that Beth Callans Management left the Association with \$17, 862 on deposit to cover payroll cost. The Association recovered \$13,216 from the Association insurance leaving \$4,646 uncollected. The company no longer exists, and the cost to recover is judged to exceed the loss and it is requested that the Board approve the write-off of \$4,646. Mr. Becks made a *motion* that the Association write-off the uncollected \$4,646. Mr. Horton seconded. *The motion carried unanimously*.

Adjournment

With no more business to come before the board, Mr. Becks made the *motion* to adjourn the meeting at 5:45 PM and was seconded by Mr. Horton. *The motion carried unanimously*.

Respectfully Submitted,
Tammy Goldman, On-site Administrator
On Behalf of Bel Mare Condominium Association, Inc.

BEL MARE CONDOMINIUM ASSOCIATION, INC.
PROXY

The undersigned owner(s) or designated voter of Address _____
in BEL MARE CONDOMINIUM ASSOCIATION, INC. hereby appoints the Secretary of the Association or
_____ as my proxy-holder to ATTEND the Special Membership Meeting
of BEL MARE CONDOMINIUM ASSOCIATION, INC. to be held at 5:00 PM on January 15, 2013 at the BEL MARE,
2ND FLOOR MEETING ROOM, 130 RIVIERA DUNES WAY, TOWER I, PALMETTO, FL 34221. The proxy-holder
named above has the authority to vote and act for me to the same extent that I would if personally present, with power of
substitution, except that my proxy-holder's authority is limited as indicated below.

PROXY WILL ALSO BE USED TO ESTABLISH A QUORUM

**LIMITED POWERS: For your vote to be counted on the following issues, you must indicate your preference in
the blank(s) provided below.**

I specifically authorize and instruct my proxy-holder to cast my vote in reference to the following matters as indicated
below (see attached Notes of Explanation on Proxy Items):

- 1. YES NO Are you in favor of the Association having the right to acquire use and/or
ownership of the Phase 4 property, with a physical address of 136 Riviera Dunes Way, Palmetto, FL
34221 (the "Phase 4 Property"), by lease or optionally purchase by land contract or conventional
mortgage, the terms to be negotiated by the Board of Directors. Upon purchase of the Phase 4 Property
the Board shall also have the right to swap the Greenspace designation to the Phase 4 property. The
intended purpose is to prevent development of the Phase 4 Property until 100% unit owner approval can
be obtained to either (a) sell outright the Parcel B Greenspace, if the Phase 4 property is purchased ,or
(b) negotiate a reasonably equitable land swap for the Parcel B - Greenspace?

Note: This resolution requires a 75% vote of the entire membership for approval.

Signature of Owner or Designated Voter:	Signature of Co-Owner:	Date:
_____	_____	_____
Print Name:	Print Name:	Date:
_____	_____	_____

SUBSTITUTION OF PROXY-HOLDER

The undersigned, appointed as proxy-holder above, designates _____
to substitute for me in voting the proxy set forth above. (Print name)
Dated: _____ (Signature of Proxy-holder)

**This proxy is revocable by the unit owner and is valid only for the meeting for which it is given and any lawful adjournment.
In no event is the proxy valid for more than ninety (90) days from the date of the original meeting for which it was given.**

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BEL MARE CONDOMINIUM ASSOCIATION, INC.

VOTING BY PROXY

If you are unable to attend the Special Membership Meeting and wish to vote on all issues by proxy, please note the following information about proxies:

1. A proxy is for the purpose of establishing a quorum and for appointing another person to vote for you as you specifically direct (except for non-substantive items) in the event that you might not be able to attend the meeting. It must be signed by all owners or voting representative of the unit. **You must vote for the Limited Proxy questions in order for your vote to be counted and your proxy-holder must be present.**
2. The proxy should be submitted to the Association prior to the scheduled time of the meeting. It can be hand-delivered, either by you or your proxy, or mailed to the Association c/o Condominium Associates, 3001 Executive Drive, Suite 260, Clearwater, FL 33762. You are encouraged to submit your proxy in advance of the meeting in order to avoid delay in registration.
3. If you appoint a proxy and later decide you will be able to attend the meeting in person, you may withdraw your proxy when you register at the meeting.
4. A proxy may be revoked in writing or superseded by a later proxy to another person. It may be assigned (substituted) by the person designated on the proxy to a third person if the person you designate as proxy decides that he or she will be unable to attend the meeting.

NOTES OF EXPLANATION ON PROXY ITEMS

1. **Are you in favor of the Association having the right to acquire use and/or ownership of the Phase 4 property, with a physical address of 136 Riviera Dunes Way, Palmetto, FL 34221 (the "Phase 4 Property"), by lease or optionally purchase by land contract or conventional mortgage, the terms to be negotiated by the Board of Directors? Upon purchase of the Phase 4 Property the Board shall also have the right to swap the Greenspace designation to the Phase 4 property. The intended purpose is to prevent development of the Phase 4 Property until 100% unit owner approval can be obtained to either (a) sell outright the Parcel B Greenspace, if the Phase 4 property is purchased, or (b) negotiate a reasonably equitable land swap for the Parcel B - Greenspace?**

A "YES" vote allows the Association to obtain ownership or lease 136 Riviera Dunes Way.

Note: This resolution requires a 75% vote of the entire membership for approval.

The Association will incur additional administrative costs if the meeting is rescheduled due to the failure to achieve a quorum. Therefore, please be sure to mail in your proxy, even if you plan to attend the meeting.

Thank You.

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PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF BEL MARE, A CONDOMINIUM AND TO THE BY-LAWS OF BEL MARE CONDOMINIUM ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM

1. Proposed amendment to ARTICLE I of the Declaration of Condominium of Bel Mare, a Condominium (the "Declaration"), to add the following language:

ARTICLE I
Purpose and Submittal Statement

...
Turnover of control of the Association has occurred, and the rights of the Developer expired at that time. All rights reserved or designated to the Developer have passed to the Board of Directors of the Association, as applicable. All references to rights of the Developer are hereby deleted in this Declaration of Condominium, and in the Association Articles of Incorporation and By-Laws. All references to Articles and Sections affected by the deletions are hereby renumbered and adjusted accordingly.

2. Proposed amendment to ARTICLE III, Section 3.18 of the Declaration, to read as follows:

ARTICLE III
Definitions

...
3.18 Guest. "Guest" means any person ~~(other than who is not the Owner or and his Owner's family member, or if the Unit is subject to a lease, the tenant and his or tenant's family) member, who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Owner, tenant, or other~~ legally permitted Occupant, without the payment of consideration.

3. Proposed amendment to ARTICLE III of the Declaration, to add a new Section 3.40, to read as follows:

ARTICLE III
Definitions

...
3.40 Single-Family; Family. "Single-Family" or "Family" means one (1) or more persons related by blood, marriage or adoption; or no more than two (2) unrelated persons and their Families living and cooking together as a single housekeeping unit.

4. Proposed amendment to ARTICLE VI, Section 6.2 of the Declaration, to read as follows:

ARTICLE VI
Use and Occupancy Restrictions

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6.2 Occupancy and Use of Units. ~~Each of the Units shall be used and occupied as a single family residence only, except as may be otherwise herein expressly provided.~~

6.2.1 Each Unit shall be occupied only by a Single Family, as defined herein, plus any Guests, as a residence and for no other purpose. Each Unit shall be occupied by no more than two (2) permanent Occupants, as defined herein, per bedroom.

6.2.2 No Unit shall be used for any business or commercial purpose except for limited home office use as permitted herein, which shall be expressly recognized as incidental to residential use and not a nuisance. Limited home office use of a Unit shall allow the use of a Unit for personal business activities, including business telephone calls and correspondence (including electronic correspondence) and such other business activities authorized in writing by the Board of Directors, provided: (i) such activities inside the Unit are not apparent or detectable by sight, sound or smell from outside the Unit; (ii) no customers or clients of the business other than residents of the Condominium shall come to the Unit for such activities; (iii) no employees of the business shall work at the Unit; and (iv) such activities shall comply with all applicable zoning ordinances and regulations. No business solicitation of residents of the Condominium or business use of any list of home or business addresses, email, facsimile or telephone numbers of Unit owners or residents shall be permitted under any circumstances. This provision applies to tenants as well as Unit owners.

5. Proposed amendment to ARTICLE VI, Section 6.5.2 of the Declaration, to read as follows:

ARTICLE VI
Use and Occupancy Restrictions

...

6.5 Prohibitions. No owner, tenant or other occupant of a Unit shall:

...

6.5.2 Make any structural alterations to any Unit or to the Common Elements provided, however, this shall not prevent the erection, removal or modification of non-support carrying interior partitions wholly within the Unit; nor fasten any fixtures, or objects to walls, floors or ceilings that would damage any structural portions of the Common Elements or utilities or electrical lines or heating or air conditioning ducts or mains. Additionally, in order to minimize sound transmittal, any replacement or installation of wood, tile, marble, or other hard surface flooring in the Unit must be set upon a sound-proofing bed, approved by the Board of Directors in advance of replacement or installation;

6. Proposed amendment to ARTICLE VI, Section 6.5.12 of the Declaration, to read as follows:

ARTICLE VI
Use and Occupancy Restrictions

6.5 Prohibitions. No owner, tenant or other occupant of a Unit shall:

6.5.12 Use any garage, terrace, landing or stairway or the Common Elements for outdoor cooking of any nature, including charcoal, gas, and electric grills, except balconies appurtenant to a Unit and those areas, if any, designated by the Board for such purposes and designated by this Declaration for such use. The North River Fire District regulations prohibit any person from possessing, using or operating any charcoal, gas, electric or wood-burning heaters, grills or barbecues on any balconies, porches, or breezeways in multi-unit, multi-story buildings. This includes hibachi grills or similar devices for cooking, heating, or any other purpose

7. Proposed amendment to ARTICLE VIII, Section 8.5 of the Declaration, to read as follows:

ARTICLE VIII
Assessments

8.5 Interest, Late Charges, Application of Payment. Assessment and installments of such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all such sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate of interest allowed by law from the date when due until paid and shall be subject to late charges as determined by the Board from time to time. The late fee shall be as specified in the Association's Late Fee and Collections Policy, and shall be in an amount not to exceed the maximum amount set forth by law in addition to interest and shall be in an amount equal to the lesser of \$25.00 or five percent (5%) of each installment of the Assessment of each delinquent installment that the payment is late. . . .

8. Proposed amendment to ARTICLE XI, Section 11.20 of the Declaration, to read as follows:

ARTICLE XI
Insurance, Repair and Rebuilding

11.20 Damage by Unit Owner. In the event any damage not covered by insurance is caused to any Unit and/or the Common Elements by a Unit Owner or a tenant, occupant, guest, licensee or invitee thereof or any pet of the foregoing, such damage shall be repaired at the cost and expense of the Unit Owner. The cost and expense for repairing such damage shall be secured by a Lien for Charges. Such Lien for Charges is a common law and contractual lien which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

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9. Proposed amendment to ARTICLE XII, Section 12.2 of the Declaration, to read as follows:

ARTICLE XII
Maintenance of Community Interest

...
~~12.2 Notice to Association. Within thirty (30) days following the sale, transfer or conveyance of a Unit, the Unit Owner making such sale, transfer or conveyance shall notify the Association of same along with the name and address of the person or entity to which the Unit will be sold, transferred or conveyed. No Unit Owner may transfer title to a Unit or any interest therein by any means whatsoever, including by lease, without written approval by the Board of Directors, as set forth below:~~

12.2.1 Procedures for Association Approval.

(i) In the event that any Unit Owner desires to sell or otherwise transfer title of their Unit, such owner shall give the Board of Directors of the Association at least fifteen (15) working days prior written notice of the name and address of the prospective buyer, the date on which such transfer of title is likely to take place, and such other information as the Board may reasonably require.

(ii) The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as it may deem appropriate.

12.2.2 Application for Residency. Approval of any potential transfer of title is subject to submission by the prospective transferee of an application form to the Board of Directors and the payment of a reasonable transfer fee required to secure sufficient background information **on all prospective residents** as deemed necessary by the Board of Directors. Such transfer fee shall not exceed the maximum allowed by law, as amended from time to time. Such application must be submitted at least fifteen (15) working days before the expected date of transfer of title to the Unit. The fee shall be charged to Unit Owners in connection with the Board exercising the right of approval of a transfer of ownership, including rental or lease of a unit.

12.2.3 Approval. Within fifteen (15) working days of receipt of the required notice and all information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of approval, in a form adopted by the Board suitable for recording. If the Board neither approves nor disapproves within fifteen (15) working days of receipt of all information which the Board has requested, such failure to act shall

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be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval or consent of transfer form to the transferee.

12.2.4 Disapproval of Sale. The Association neither has the duty to purchase the Unit, nor to provide an alternate purchaser/owner, nor assumes any responsibility for the denial of a sale, if the denial is based upon, including but not limited to, any of the following factors:

(i) The person(s) seeking approval (which shall include all proposed occupants) has been convicted of a felony involving controlled substances as defined by State or Federal laws, a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(ii) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant or occupant of a Unit;

(iii) The person(s) seeking approval failed to provide complete and factual information, fees or appearance required to process the application in a timely manner;

(iv) The Unit Owner requesting the transfer is delinquent in payment of any monetary obligation due to the Association, including, but not limited to, regular and special assessments, charges, fines, and fees; or

(v) The application for approval on its face indicates that the person(s) seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium, and/or is already in violation of any of the covenants and restrictions applicable to the Unit Owners. By way of example, but not limitation, an owner allowing a buyer to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(vi) Other factors that may be established in the future, either through changes to the Condominium Act, or through case law.

12.2.5 Right of First Refusal. If the Board disapproves a prospective purchaser, except for as set forth under Section 12.2.4 above, the Association shall have a right of first refusal to purchase the Unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser. The closing shall take place within thirty (30) working days of the Board's written notice to the owner of its intent to exercise the right to purchase or at such a later date as the parties may agree.

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12.2.6 Disapproval of Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made. No tenant may be moved into a Unit prior to approval of the lease. Renewals of leases require approval, without an application fee, and the lease renewal will be approved unless substantial problems or violations, as determined by the Board, have occurred during the prior term(s) of the lease.

12.2.7 Lease Provisions.

(i) Each owner wishing to lease his/her Unit shall execute a lease addendum, and shall require his/her tenant to execute such addendum, providing as follows: In the event the owner becomes delinquent in the payment of any sums, including assessments due to the Association during the term of the lease agreement, upon written demand by the Association, lessee shall pay directly to the Association rental payments due to the owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from the lessee and deduct from the rent all assessments, interest, late fees and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the owner/lessor at such address as the owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the lessee directly to the owner/lessor. This right may be exercised by the Association at any time the owner shall become delinquent.

(ii) Each tenant and other invitee shall be governed by, and shall comply with the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and policies and procedures of the Association (hereinafter Governing Documents), all as same may be amended or renumbered from time to time, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. Actions for damages, injunctive relief, eviction, or removal of the tenant or other invitee or occupant of a Unit, for failure to comply with said provisions, may be brought by the Association against any tenant leasing a Unit and any other invitee occupying a Unit, and the provisions hereof shall be deemed expressly incorporated into any lease of a Unit. An owner shall be responsible to inform all his tenants and invitees of the terms and provisions of the Governing Documents. An owner shall be jointly and severally liable for all acts or omissions of his tenants and invitees and all damages, costs, expenses and injuries caused by his tenants or invitees, or resulting from the occupancy of his Unit by his tenants or invitees. In the event a tenant or invitee shall cause any damage or injury, or violate any of the Governing Documents, the Association shall be entitled to bring legal action to terminate the lease and/or evict such tenant and/or invitee and/or to recover damages, and to recover from the Unit Owner (in the same manner as an assessment, lien and foreclosure, as provided for elsewhere in this Declaration) and/or the tenant and/or invitee, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such legal action, whether

suit be brought or not, through all appellate levels. The remedy provided for herein shall be cumulative and in addition to any other remedy the Association may have against the owner, tenant, or invitee.

10. Proposed amendment to ARTICLE XIV, Section 14.5 of the Declaration, to read as follows:

ARTICLE XIV
Compliance and Default

...

14.5 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms or provisions of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial, appellate or other legal services. In addition, the Association shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce the Act, this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto, when the matter is resolved without court action or other alternative dispute resolution, including but not limited to arbitration. Such fees shall be recoverable as a Lien for Charges, as described more particularly elsewhere in this Declaration. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

BY-LAWS

1. Proposed amendment to ARTICLE X, Section 2 of the By-Laws of Bel Mare Condominium Association, Inc. (the "By-Laws"), to read as follows:

ARTICLE X
FISCAL MANAGEMENT

FISCAL MANAGEMENT shall be in accordance with the Declaration of Condominium for Bel Mare, a Condominium, the Articles of Incorporation, and the following provisions:

...

Section 2. ASSESSMENTS – The shares of the Unit Owners of the Common Expenses shall be made payable ~~monthly~~ quarterly in advance, and shall become due on the first day of each quarter ~~calendar month~~. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

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2. Proposed amendment to ARTICLE X, Section 6(b)(i) of the By-Laws, to read as follows:

ARTICLE X
FISCAL MANAGEMENT

FISCAL MANAGEMENT shall be in accordance with the Declaration of Condominium for Bel Mare, a Condominium, the Articles of Incorporation, and the following provisions:

...

Section 6. LIEN FOR ASSESSMENTS – The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney’s fees for collection, shall be secured by a lien upon:

...

(b) COLLECTION –

(i) INTEREST – APPLICATION OF PAYMENT – Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest legal rate chargeable to an individual under Florida Statutes then in existence, from the date due until paid plus a late charge in an amount as specified in the Association’s Late Fee and Collections Policy, such amount not to exceed the maximum amount set forth by law ~~not to exceed \$25.00 or five (5%) percent of each installment of the assessment for each delinquent installation that the payment is late. . . .~~

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKETHROUGHS; UNAFFECTED TEXT INDICATED BY “. . .”