

WILL CALL
BOX 116

Oct-20-1998 03:12pm 98-407181
ORB 10701 Pg 737-739

FIRST AMENDMENT TO
BYLAWS OF THE
ABACOA PROPERTY OWNER'S ASSEMBLY, INC.

This FIRST AMENDMENT ("Amendment") to BYLAWS OF THE ABACOA PROPERTY OWNER'S ASSEMBLY, INC. is made this 19 day of Oct., 1998, by Abacoa Development Company, a Delaware corporation ("Developer").

WHEREAS, Developer has recorded the ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in Official Record Book 9739, Page 1629, of the Public Records Of Palm Beach County, Florida, (said declaration, as amended, is collectively referred to as "Declaration"); and

WHEREAS, the Declaration attached as Exhibit "C" a copy of the BYLAWS OF THE ABACOA PROPERTY OWNER'S ASSEMBLY, INC. ("Bylaws") ; and

WHEREAS, pursuant to Appendix Two-Developers Rights and Obligations of the Declaration, and pursuant to Article 1.4 of the Bylaws, Developer has the right to amend and modify the Bylaws; and

WHEREAS. Developer intends to amend the Bylaws as more fully described below, by recording this Amendment in the Public Records of Palm Beach County.

NOW, THEREFORE, pursuant to the powers reserved by Developer under the Declaration and the Bylaws and in consideration of the premises and covenants herein contained, Developer hereby records this Amendment to the Bylaws, as follows:

1. Any conflict between the Bylaws and this Amendment shall be resolved in favor of this Amendment.
2. All reference to "Sections" shall mean those described in the Bylaws.
3. Section 2.6.1 Is hereby amended and modified to read as follows (additional language is Indicated by underline and the deletions are indicated by ~~strikeouts~~):

"2.6.1 Annual Meetings. The Assembly shall convene for an annual meeting of the Voting Members during the first six (6) months of the calendar year ~~each October~~ for the purpose of a presentation of the State of the Community report by the President, and the conduct of my other business deemed appropriate by the Board of Directors.

4. Section 3.2.16 is hereby amended and modified to read as follows (additional language is indicated by underline and the deletions are indicated by ~~strikeouts~~):

"3.2.16 To appoint and remove the the members of the Community Architect, the Community Manager and the members of the Improvement Management Coordination Committee."

5. Section 3.3.57 is hereby amended and modified to read as follows (additional language is indicated by underline and deletions are indicated by ~~strikeouts~~):

"3.3.57 Appointment and removal of members of the Community Architect, the Community

attorney, members of the Improvement Management Coordination Committee and, from time to time, members of special committees convened to consider matters of Interest to the Assembly."

- 6. Article 4.2 Community Architect. is hereby amended and modified to read as follows (additional language is indicated by underline and the deletions are indicated by ~~strikeouts~~):

"4.2 Community Architect."

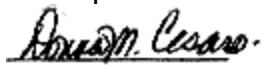

4.2.1 Qualifications: Now Construction. The Community Architect shall be ~~a person a~~ committee of not less that two (2) persons. ~~with demonstrable experience in a profession and proficiency with the MXD Ordinance and urban planning, and must be properly licensed by all the appropriate governmental agencies.~~ A majority of the Community Architect shall constitute a quorum to transact business at any meeting of the Community Architect, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Community Architect. The members of the Community Architect are not required to be members of the Association. The Community Architect shall be responsible for reviewing all applications for new construction of Living Units, Commercial Units and accessory buildings and structures and, upon determination that plans for such structures are consistent with the Community Plan (as such term is defined In APPENDIX ONE of the Declaration), shall issue appropriate approvals, with or without reasonable conditions and stipulations within a reasonable time period as determined by the Board of Directors. The Community Architect may enforce a stricter set of standards to ensure that the thematic harmony of Abacoa Property is upheld for any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property. Notwithstanding anything to the contrary contained in the Governing Documents, the Community Architect's approval shall be the only approval required for new construction by the Developer and the Participating Builders. During the Developer's Rights and Obligations period, the Community Architect shall be appointed by the Developer and the Developer shall have the sole right to remove any of the members of the ~~such~~ Community Architect, with or without cause, and appoint a new member or members to the Community Architect.

4.2.2 Compensation. The Community Architect may be reasonably compensated as determined by the Directors and, the Community Architect shall have the authority to hire on behalf of and at the expense of the Assembly from time to time a licensed person with experience in a design profession or proficiency with the MXD Ordinance and urban planning to provide recommendations to the Community Architect with regard to the decision making responsibilities of the Community Architect."

- 7. Except as specifically modified herein, the Bylaws remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 19th day of October, 1998.

Signed, Sealed and Delivered in the presence of:

ABACOA DEVELOPMENT COMPANY, a Delaware corporation

By: 
Nader G.M. Salour, as Pres.

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of October, 1998 by Nader G. M. Salour, as President of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced ____ as identification.

Dionna M. Cesaro-Pengue

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

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