

JAMAICA ROYALE MANAGEMENT, INC.

Amended and Restated Agreement of 1998

Amended and Restated Lease of 1998

Bylaws of Jamaica Royale Management, Inc.
as amended 2 March 1992 and 21 February 1996



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AMENDED AND RESTATED AGREEMENT OF 1998

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#063835

WHEREAS, it is the desire of JAMAICA ROYALE UNIT ONE, INC., JAMAICA ROYALE CONDOMINIUM ONE, INC., JAMAICA ROYALE CONDOMINIUM TWO, INC., and JAMAICA ROYALE TOWER II ASSOCIATION, INC., hereinafter referred to as the "Member Corporations", to continue in the operation of the property hereinafter referred to as "Common Areas" and defined in V below, and certain property to be leased as hereinafter specified, and located at 5830 Midnight Pass Road, Siesta Key, Sarasota, Florida, the said Member Corporations hereby enter into

THIS AGREEMENT

I

In consideration for the mutual promises each to the other herein exchanged, the four (4) aforesaid Member Corporations hereby agree to continue as a non-profit corporation known as JAMAICA ROYALE MANAGEMENT, INC., hereinafter referred to as "the Management Corporation." Each of the four Member Corporations shall be a member of the Management Corporation. The Board of Directors of the Management Corporation shall be made up of eight (8) Directors. Each of the four Member Corporations shall elect two Directors and two alternates to substitute in their absence to

STATE OF FLORIDA, COUNTY OF SARASOTA
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Witness my hand and official seal this ____ day of
DEC 30 1998, 19____.
Karen E. Rushing, Clerk of the Circuit Court
By: [Signature] Deputy Clerk

represent such Member Corporation on the Board of Directors of the Management Corporation.

The Board of Directors shall, together with the officers elected by them, manage the affairs of the Management Corporation. The Member Corporations shall be entitled to vote on all budget and assessment items, in addition to voting on all fundamental matters including, but not limited to, the amendment of the Articles of Incorporation of said Management Corporation. The By-laws of the Management Corporation shall be amendable by the Board of Directors of the Management Corporation, except where specifically otherwise provided in said By-laws or the Articles of Incorporation.

II

The purpose of the Management Corporation shall be to provide an entity for the hereinafter specified common operation, management and maintenance of the hereinafter described Common Areas, Common Property and Leased Areas, and the machinery and equipment connected therewith, formerly belonging to or operated by the aforesaid four Member Corporations; to provide equal rental service to all apartment units contained within those aforesaid four Member Corporations; and to provide such other common services as the Board of Directors of the Management Corporation shall deem necessary or desirable for the common operation of the functions of

the aforesaid four Member Corporations. The repair, maintenance, management and control of all buildings and other property not within the definition of the terms, "Common Areas", "Common Property" and "Leased Areas", as the terms are defined hereinafter, shall remain with the individual Member Corporations to which such shall belong or be appurtenant.

III

The cost of the operations of the Management Corporation shall be shared by each of the four Member Corporations in proportion to the occupiable apartment units within each Member Corporation.

IV

The Management Corporation shall raise necessary operating funds by assessing each Member Corporation according to the proportion in Item III above, and each Member Corporation will be responsible for collecting all assessments from its own members and remitting the same to the Management Corporation according to the By-Laws, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

V

For purposes of this Agreement, "Common Areas" shall include, and said term shall, where herein used, refer to the following:

All of the real property constituting Jamaica Royale Condominium One, Jamaica Royale Condominium Two, Jamaica Royale Unit One, and Jamaica Royale Tower Two, excluding

1. all of the buildings containing apartments and any utility connections, or items attached to said buildings,
2. all individually assigned-parking spaces,
3. the Leased Areas as contemplated by Article IX.

All of the tangible personal property items currently designated or held by any of the four Member Corporations as maintenance or recreation equipment, including but not limited to such items and furniture properly kept on or for use on any of the areas described in the immediately preceding paragraph as Common Areas, shall be subject to the use and control of the Management Corporation and shall be designated (and the terms shall so mean) "Common Property".

All of the members of the Member Corporations shall have mutual use of all of the Common Areas and Common Property.

VI

For all of the members of the Member Corporations, the Management Corporation shall provide: maid service, mail service, linen service, and garbage and trash collection service.

The Management Corporation shall provide rental service for the individual apartment owners of the Member Condominiums, whereby said individuals may rent their apartments to tenants through the front office, for a uniform service commission. The tenants thereby shall be entitled to receive the services stipulated in the paragraph immediately preceding this paragraph. The proceeds from these commissions shall be applied to the overall cost of operations of the Management Corporation at the direction of the Board of Directors.

Except as otherwise provided herein, the operation of the Rental program shall be conducted and governed by policies set by a Rental Program Committee. The Committee shall be composed of seven (7) members and the number of members may be changed by unanimous consent of the Board of Directors, but shall never be less than five (5). Each of the Member Corporations shall designate, in writing, the representative or representatives, as computed below, by appropriate action of their Board of Directors and any vacancy shall be filled by similar action of the Member Corporation Board

of Directors. All representatives on the Committee must be owners of units participating in the rental program.

Representation on the Committee shall be determined by mathematical computation based on the number of units participating in the rental program from each of the Member Corporations. For 1988, the Board of Directors of JAMAICA ROYALE UNIT ONE, INC. shall designate four (4) members based on the fact that Unit One owners constitute approximately 56% of the participants in the rental program. Each of the other Member Corporations shall have one (1) committee member and the representation on the Committee shall be adjusted in a similar fashion on an annual basis hereafter with the percentage participation being gauged as of December 1 of each year.

The Rental Program Committee shall set policy for the operation of the rental program, which policy, to the extent it is consistent with the duties given the Rental Program Committee and not in conflict with duties and rights retained and reserved to the Board of Directors of Jamaica Royale Management, Inc., shall be implemented by the Board of Directors of the Management Corporation without further review rights other than to ensure the lawful action of said policies. However, the operation of the Rental Pro-

gram shall be in accordance with and subject to the following rights and obligations:

(1) The rental to be charged for units within the jurisdiction of each Member Corporation shall be determined by the representative on the Committee from that community. In the event the Member Corporation is not mathematically entitled to representation on the Committee, then the rental rate to be charged for any units in the rental program from that community shall be set by appropriate written resolution from the Board of Directors of said Member Corporation.

(2) In no event shall the applicable rental commission to be paid the management corporation be less than 15% of gross rental, unless agreed to by the unanimous consent of the Board of Directors of Jamaica Royale Management, Inc.

(3) Charges for maid and linen services may only be reduced if agreed to by the majority of the entire membership of the Board of Directors of Jamaica Royale Management, Inc.

(4) Executed Rental Agreements entered into by and between Jamaica Royale Management, Inc. and unit owners may only be changed by action of the majority of the entire membership of the Board of Directors of Jamaica Royale Management, Inc. The Rental Program Committee may change the content of new Rental Agreements

or renewals or extensions of existing Rental Agreements if the changes are otherwise within the powers delegated to the Rental Program Committee.

(5) The apportionment and distribution of all monies generated by the rental program, including but not limited to monies generated from rental commissions, maid and linen services and otherwise, shall be the sole jurisdiction and province of the Board of Directors of the management corporation and the Rental Program Committee shall have no authority with respect thereto except for recommendations it may make for consideration by the Board of Directors.

(6) None of the policies or procedures established by the Rental Program Committee shall be in conflict with the Declarations, Articles, By-Laws or rules of any of the Jamaica Royale communities, the Amended and Restated Agreement, the Amended and Restated Lease or the License Agreements.

(7) The Management Corporation, through its Board of Directors and not the Rental Program Committee, shall provide for the conducting of the business of the front office, including but not necessarily limited to the providing of personnel and equipment necessary. The Board of Directors shall have the responsibility and duty, to supervise, hire, fire and dismiss all employees of the

corporation in its sole discretion. The Rental Program Committee may make recommendations to the Board concerning employment matters but the Board of Directors shall not be bound by the recommendations. No person shall interfere with the activities of persons employed by the corporation including members of the Rental Program Committee.

(8) The Management Corporation shall supply such other miscellaneous services as the Board of Directors shall deem necessary in the future.

VII

The Management Corporation shall be responsible for the payment of all taxes if any shall be taxable on the Common Property, Common Areas and the Leased Areas; and for the payment for all of the utilities consumed in the operation of the Common Areas and the Leased Areas, for water and sewer services including those for individual apartments, electric services for all areas exclusive of individual apartments, and for maintaining property damage and general liability insurance sufficient to reasonably protect itself and all Member Corporations with respect to the Common Property, Common Areas and Leased Areas.

VIII

The Management Corporation's responsibility for maintenance shall be: the maintenance and repairs of the Leased Areas; the upkeep of lawns and shrubbery; the repair and cleaning of all beach equipment; the repair and resurfacing of roads, walkways and parking areas not individually assigned to specific apartments and not located within any building containing apartments; the repair and painting of the shuffleboard courts; for the repair, maintenance and, as necessary, the replacement of surface water systems; care and servicing for all swimming pools, the equipment of swimming pools, and the buildings or structures which contain swimming pool equipment or machinery and are separate from buildings containing apartments; repair or replacement of existing yard lights, sprinkler systems and Common Property; the sweeping of the stairs, loggias, and walkways; the cleaning of beaches, garages, carports, and elevators (including lights); replacement of light bulbs in the loggias and periodic testing (but not repairs) of the domestic water pressure and fire pumps and emergency standby electric generators located on the ground floor of the multi-story buildings and in or on the ground of the single story buildings. There shall be no material alterations or substantial additions to the common elements of any of the Member Corporations unless approved by the

applicable community in accordance with the Florida Condominium Act and its documents.

IX

The Management Corporation shall rent the front office, adjacent parking areas, manager's apartment, lobby and meeting room, the tool shop, and the commercial laundry, in the JAMAICA ROYALE UNIT ONE complex from JAMAICA ROYALE UNIT ONE, INC., upon the terms and conditions set forth in the Amended and Restated Lease attached hereto as Exhibit "A" and incorporated herein by reference.

X

It is agreed that all areas, improvements and equipment was submitted by the Member Corporation holding title hereto, in good condition and in good repair. The Management Corporation agrees to maintain and promptly repair the same while in the service of the Management Corporation, and return the same in like condition upon the termination of this Amended and Restated Agreement, reasonable wear and tear excepted. Any party defaulting under this provision shall be charged with the cost of any maintenance or repair occasioned thereby.

XI

In order that the Management Corporation shall be able to most effectively provide the rules and regulations for the common use of the Common Property, Common Areas and Leased Areas, such shall be useable by all of the Members of each Member Corporation, their assigns, guests and tenants, according to the rules and regulations promulgated by the Management Corporation, and these rules and regulations shall apply equally to all users whether or not such user shall be a member, assignee, tenant or guest of the Member Corporation having the freehold interest in the particular premises so regulated.

XII

The term of this Amended and Restated Agreement begins on the first day of January 1999 and terminates midnight, December 31, 2097. However, all Member Corporations of Jamaica Royale Management, Inc. recognize that events such as property destruction or possible financial or organizational changes of the Member Corporations may cause one or more of the Members to request changes to, or release from, their obligations under this Agreement. In such event, negotiations shall be started within 30 days of such request or notice to Jamaica Royale Management, Inc. After January 1, 2002, a member association may withdraw from Jamaica Royale

Management, Inc., with approval from their membership, by giving (12) months written notice of their intention to withdraw.

Such withdrawal by a single party shall free it from contractual liability hereunder as to matters after the date of withdrawal but not as to liability for any assessment, debt or other obligation occurring prior thereto. Withdrawal will eliminate payments for the withdrawing Member under the terms of the Lease between Jamaica Royale Management, Inc. and Jamaica Royale Unit One, Inc., but will not eliminate the obligation of the withdrawing Member from their pro-rata share of the following:

Regular and special assessments for maintenance and operation of the common grounds and property, such as the beach, pools, lawns, shrubbery, sidewalks, roads, electrical and water and sewer utilities and service, and any other common grounds or property.

Withdrawal by a single party shall not negate the contractual relationship between the remaining three parties. Withdrawal by any two (2) Member Corporations under this provision shall terminate the Amended and Restated Agreement as to all parties. Withdrawal by a single party must be simultaneous with resignation as a member of the Management Corporation; and withdrawal will terminate any use by the members of the withdrawing association of the property or facilities leased by Jamaica Royale

Management, Inc.; maid service, mail service, linen service, and garbage and trash collection service will also be terminated.

Upon termination of this Amended and Restated Agreement, all obligations and debts of the Management Corporation shall first be paid and the remaining assets shall be divided among the Member Corporations in proportion to the number of occupiable apartments of each.

XIII

The By-Laws of the Management Corporation shall be in the form of those By-Laws, a copy of which is attached hereto as Exhibit "B", and is incorporated herein by reference.

XIV

WHEREAS, pursuant to that certain document entitled:

"STIPULATION OF DISMISSAL: CONTRACT FOR SALE
OF REAL AND PERSONAL PROPERTY: SETTLEMENT
AGREEMENT"

and executed effective September 17, 1972, Jamaica Royale Unit One, Inc., has previously promised to Stanton Investment Company of Missouri that it would offer a contract to Jamaica Royale Condominium One, Inc. and to Jamaica Royale Condominium Two, Inc., either jointly or severally, under which either or both of the condominium associations may choose to avail themselves of certain services of

the manager of Jamaica Royale Unit One, for a reasonable fee, as indicated in Item 19 of said certain document; and

WHEREAS the Parties hereto being benefited and bound by said Item 19 of said certain document, mutually agree that the provisions contained within this Amended and Restated Agreement are superior to those contained within said Item 19 of said certain document,

IT IS HEREBY AGREED that the provisions contained within this Amended and Restated Agreement shall supersede, replace and satisfy all of those provisions contained within said Item 19 of said certain document as long as this Amended and Restated Agreement shall remain in effect. In the event of cancellation, the operating provisions of said Item 19 shall be revived, with the exception that the time consumed during the operation of this Amended and Restated Agreement shall reduce the remaining time available under said Item 19.

ATTEST:

Thomas L. Eichelberger
Secretary

JAMAICA ROYALE UNIT ONE, INC.

BY: Cyril A. James
President

ATTEST:

James Gagliarducci
Secretary

JAMAICA ROYALE CONDOMINIUM
ONE, INC.

BY: Lawrence F. Delcarr
President

ATTEST:

Joan P. Allen
Secretary

JAMAICA ROYALE CONDOMINIUM
TWO, INC.

BY: Robert H. Harner
President

ATTEST:

Margaret O. Vogel
Secretary

JAMAICA ROYALE TOWER II
ASSOCIATION, INC.

BY: Aaron L. Primas
President

ATTEST:

Donald A. Dick
Secretary
ILLINOIS

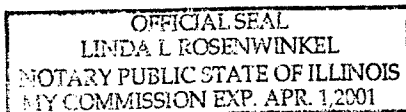
JAMAICA ROYALE MANAGEMENT, INC.

BY: Jeffrey W. Miller Jr
President

STATE OF ~~FLORIDA~~
COUNTY OF ~~SARASOTA~~
DU PAGE

BEFORE ME personally appeared AARON PRIMAS
as President and Margaret Vogel as Secretary of
JAMAICA ROYALE ~~CONDOMINIUM ONE~~ TOWER II ASSOCIATION, INC., who has produced
Drivers Licenses as identification or who is personally
known to me to be the individuals described in and who executed the
foregoing instruments, and severally acknowledged to and before me
that they executed such instrument as such President and Secretary
of said Corporation, and the seal affixed to the foregoing instru-
ment is the Corporate seal of said Corporation and that it was
affixed to said instrument by due and regular corporate authority,
and that said instrument is the free act and deed of said Corpora-
tion.

WITNESS my hand and official seal this 14 day of
Dec., 1998.



Linda L. Rosenwinkel
LINDA L. ROSENWINKEL
(Printed Name of Notary)
Notary Public
Commission No.

My Commission Expires:

4-1-2001

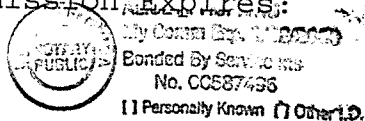
STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME personally appeared Cyril C. James
as President and Thomas S. Eichelberger as Secretary of JAMAICA
ROYALE UNIT ONE, INC., who has produced
as identification or who is personally known to me to be the indi-
viduals described in and who executed the foregoing instruments,
and severally acknowledged to and before me that they executed such
instrument as such President and Secretary of said Corporation, and
the seal affixed to the foregoing instrument is the Corporate seal
of said Corporation and that it was affixed to said instrument by
due and regular corporate authority, and that said instrument is
the free act and deed of said Corporation.

WITNESS my hand and official seal this 4th day of
December, 1998.

Alice A. Hopkins
ALICE A. HOPKINS
(Printed Name of Notary)
Notary Public
Commission No.

My Commission Expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME personally appeared Robert Hanner
as President and Joan Aker as Secretary of
JAMAICA ROYALE CONDOMINIUM TWO, INC., who has produced
(Knows personally) as identification or who is personally
known to me to be the individuals described in and who executed the
foregoing instruments, and severally acknowledged to and before me
that they executed such instrument as such President and Secretary
of said Corporation, and the seal affixed to the foregoing
instrument is the Corporate seal of said Corporation and that it
was affixed to said instrument by due and regular corporate auth-

ority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal this 23 day of December, 1998.

Alice A. Hopkins

ALICE A HOPKINS

(Printed Name of Notary)

Notary Public

Commission No.

My Commission Expires:



My Comm. Exp. 6/2001
Bonded By Service Inc.
No. 00557493
☐ Personally Known ☒ Other I.D.

STATE OF ~~FLORIDA~~ Missouri,
COUNTY OF ~~SARASOTA~~ St. Louis

BEFORE ME personally appeared Lawrence F. Dalicandro
as President and James Gagliarducci as Secretary of
JAMAICA ROYALE ~~TOWER II~~ CONDOMINIUM ONE ASSOCIATION, INC., who has produced
as identification or who is personally known to me
to be the individuals described in and who executed the foregoing
instruments, and severally acknowledged to and before me that they
executed such instrument as such President and Secretary of said
Corporation, and the seal affixed to the foregoing instrument is
the Corporate seal of said Corporation and that it was affixed to
said instrument by due and regular corporate authority, and that
said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal this 21st day of December, 1998.

B. JoAnn Dryton

(Printed Name of Notary)

Notary Public

Commission No.

My Commission Expires:

B. JoAnn Dryton
County of St. Louis, State of Missouri
My Commission Expires June 9, 2001

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME personally appeared Ceferino W. Milner Jr.
as President and Donald A. Smith as Secretary of JAMAICA
ROYALE MANAGEMENT, INC., who has produced
as identification or who is personally known to me to be the indi-
viduals described in and who executed the foregoing instruments,
and severally acknowledged to and before me that they executed such
instrument as such President and Secretary of said Corporation, and
the seal affixed to the foregoing instrument is the Corporate seal
of said Corporation and that it was affixed to said instrument by
due and regular corporate authority, and that said instrument is
the free act and deed of said Corporation.

WITNESS my hand and official seal this 10th day of
December, 1998.

Alice A. Hopkins
ALICE A. HOPKINS

(Printed Name of Notary)

Notary Public

Commission No.

My Commission Expires:



My Comm. Exp. 2/2000
Bonded By Service Ins
No. CC587496
☐ Personally Known ☒ Other I.D.

AMENDED AND RESTATED LEASE OF 1998

WHEREAS, the original indenture of Lease was executed January 1, 1974 by and between JAMAICA ROYALE UNIT ONE, INC., hereinafter called Lessor, and JAMAICA ROYALE MANAGEMENT, INC., hereinafter called Lessee; and

WHEREAS, this Lease was amended and restated on August 19, 1988; and

WHEREAS, Lessor and Lessee have agreed to renew and extend this Lease this 4th day of December, 1998;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other mutual promises and considerations, the parties hereby agree as follows:

WITNESSETH THAT:

1. The Lessor leases to the Lessee the following property:

For description of real property, see attached Schedule "A"

2. The term of existence of this Lease shall begin on January 1, 1999 and continue through December 31, 2097. Any change or modification to, or withdrawal from the terms of this Lease must comply with the provisions of Section XII of the Amended and Restated Agreement of 1998, governing JAMAICA ROYALE MANAGEMENT, INC.

3. Lessee shall pay to Lessor, as annual rent, a sum of money equal to Eight Thousand Three Hundred Seventy and 00/100 Dollars (\$8,370.00) which is a monthly payment of Six Hundred Ninety-Seven and 50/100 Dollars (\$697.50). Which sum Lessee, with the assistance of its Member Corporations, shall collect by assessing the ninety three (93) units in JAMAICA ROYALE CONDOMINIUM UNIT ONE (Tower I), JAMAICA ROYALE CONDOMINIUM UNIT TWO (Condominium II) and JAMAICA ROYALE TOWER II (Tower II), A CONDOMINIUM, the sum of Ninety and 00/100 Dollars (\$90.00) per apartment per year. Every three years during the term of the Lease, the rent shall be adjusted as of January 1 to reflect any increase in the Consumer's Price Index - U.S. (United States City average for urban wage-earners and clerical workers (1967 = 100) as published by the U.S. Department of Labor, hereinafter referred to as the "CPI"), using the CPI for November as the denominator and November every succeeding third year as the numerator or the rent shall be increased 7% per year whichever is lower. If the rent based upon the CPI is lower, the rent shall be computed in accordance with the following example:

$$\frac{\text{November 2001}}{\text{November 1998}} \times \text{Rent} = \text{New Rent}$$

The foregoing is an example of the fraction to determine the rent. In no event, will the rent be lower than \$8,370/per year.

If the CPI figures are not available to calculate the new rent as of January 1, the rent will be calculated when the figures are available and the Lessees will promptly pay any back rent due.

The unit owners in JAMAICA ROYALE UNIT ONE, INC. shall not have to pay any portion of the annual rental herein specified but they shall otherwise participate under this Lease as may be applicable due to the membership of JAMAICA ROYALE UNIT ONE, INC. in JAMAICA ROYALE MANAGEMENT, INC.

4. Lessee covenants :

(a) That it will pay the taxes and assessments which shall be levied upon the premises upon the said term as they shall fall due.

(b) That it will promptly pay all gas, fuel, electricity, water, sewer and other utility charges which may become payable during the continuance of this Lease, due to consumption on these premises.

(c) That it will, during the said term of this Lease, maintain property damage and general liability insurance of the Lessor, which interest shall include but not be limited to loss

of rent due to casualty, and Lessee will indemnify and save harmless the Lessor due to any loss occasioned by any of the activities of Lessee or parties under the authority of Lessee upon the demised premises during the period of demise. Insurance proceeds due to property damages shall be payable to Lessor subject to subrogation claims for repairs made and paid for by Lessee.

(d) That it will do all necessary maintenance and repair of the premises and equipment which maintenance and repair shall be in a reasonable manner, and upon termination of this Lease, shall relinquish the premises and equipment in good repair, ordinary wear and tear or casualty due to Act of God excepted.

(e) That it will not make any alterations or additions in or to the premises without the written consent of the Lessor and any additional fixtures placed upon the premises shall become the property of the Lessor. Upon the termination of this Lease, Lessor shall have the option of having the premises returned in their altered state, in good repair, or requiring Lessee to return the premises to their state as of the commencement of this Lease, reasonable wear and tear excepted, at the expense of Lessee. Lessor shall not unreasonably withhold consent to such alteration; however, such consent may be conditioned upon Lessee's covenant to return the same to its original state.

(f) That it shall hold and occupy the demised premises solely for the use and benefit of its Member Corporations and the apartment owners and Lessees represented thereby, and Lessor may use said premises in such a manner as to not conflict with the operation of the Lessee, for the intended purposes of the premises, concurrently with the Lessee, and the other Member Corporations of Lessee and their apartment owners and Lessees.

5. If the Lessee, its representatives or assigns shall neglect or fail to perform and observe any covenants which on the Lessee's part is to be performed, or if the Leasehold Estate shall be taken on execution or by condemnation or if the premises shall be so destroyed by fire or by act of God as to be completely unusable for any of Lessee's purposes, or if the Lessee shall be declared bankrupt or insolvent according to law, or shall make any assignments for the benefit for its creditors or be dissolved, then the Lessor may, immediately or at any time thereafter, and without notice or demand, enter into and upon these premises or any parts thereof, repossess the same as of their former estate, and expel the Lessee and those occupying the premises under Lessee and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespassing, and thereupon this Lease shall terminate, but without prejudice to any remedies

which might otherwise be used by the Lessor for arrearage of rent or any breach of the Lessees covenants. Partial destruction of a significant portion of the premises, due to an act of God or fire not caused by the negligence or culpable act of Lessee, shall cause a reduction in the amount of rent due in proportion to the decrease in utility of the premises. Repair or replacement of the equipment, herein demised, due to use, or casualty, shall be at the expense of Lessee.

In the event the premises of Tower I, Tower II or Condominium II shall be damaged so that they cannot be occupied, the lease payments will be suspended until the premises are functional again. If the premises are partially impaired, the rent shall be reduced in proportion to the decreased use of the premises.

6. Lessor covenants:

(a) That it has the right to lease and demise said premises and Lessee shall have quiet enjoyment of said premises.

(b) That upon commencement of this lease, it will submit to the Lessee all properties herein demised in good condition and in good repair; however, the Lessee shall have ninety (90) days in which to ascertain the need for major repair to the said property, and the failure of the Lessee to notify the Lessor of such need for major repairs shall constitute acceptance of the

premises and personal property, herein demised in their condition as submitted upon commencement of this Lease.

(c) That it will hold harmless and indemnify Lessee for any loss occasioned by the act of Lessor or by its failure under any of the conditions herein contained.

7. Lessee may not sublet any portion of its interest under this lease, and this Lease shall be non-assignable by either party, and any attempt to assign, transfer, convey or sublet any rights or duties hereunder, without the written consent of both parties, shall terminate this Lease and the party so attempting to assign, transfer, convey or sublet such right shall be considered in breach of the covenants herein contained and shall be liable for damages occasioned thereby.

8. In the event that either party to this Lease shall find it necessary to obtain professional legal services in order to enforce any of its rights hereunder, the party prevailing shall collect from the other party the reasonable costs and fees occasioned thereby.

9. Both parties hereto ratify and acknowledge that the demised premises constitute part of the common elements of JAMAICA ROYALE UNIT ONE CONDOMINIUM per the Declaration thereof recorded in O.R. Book 1063, Page 1851, Public Records of Sarasota County,

Florida, and as such are owned in undivided shares by the unit owners thereof.

IN WITNESS WHEREOF, the parties hereto have caused the setting of the hand of their President, the attestation of their Secretary, and the placing of their respective Corporate Seals, this day and date aforesaid.

LESSEE:

JAMAICA ROYALE MANAGEMENT, INC.

By: Frederic W. Milner Jr.
President

Attest:

By: Donald A. Diell
Secretary

LESSOR:

JAMAICA ROYALE UNIT ONE, INC.

By: Cyril P. James
President

Attest:

By: Thomas D. Eicheberger
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME personally appeared Alfred W. Miller Jr
as President, and Donald A. Deidt, as Secretary, of JAMAICA ROYALE
MANAGEMENT, INC., to me well known and known to me to be the indi-
viduals described in and who executed the foregoing instruments,
and severally acknowledged to and before me that they executed such
instrument as such President and Secretary of said Corporation, and
the seal affixed to the foregoing instrument is the Corporate seal
of said Corporation and that it was affixed to said instrument by
due and regular corporate authority, and that said instrument is
the free act and deed of said Corporation.

WITNESS my hand and official seal this 10th day of December, 1998.

Alice A. Hopkins
NOTARY PUBLIC
Print Name: ALICE A. HOPKINS

My Commission Expires:



ALICE A. HOPKINS
My Comm Exp. 6/22/2000
Bonded By Service Ins
No. 00587496
(1) Personally Known (1) Other I.D.

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME personally appeared Cyril C. James
as President, and Thomas S. Eichelberger, as Secretary, of JAMAICA ROYALE
UNIT ONE, INC., to me well known and known to me to be the indivi-
duals described in and who executed the foregoing instruments, and
severally acknowledged to and before me that they executed such
instrument as such President and Secretary of said Corporation, and
the seal affixed to the foregoing instrument is the Corporate seal
of said Corporation and that it was affixed to said instrument by
due and regular corporate authority, and that said instrument is
the free act and deed of said Corporation.

WITNESS my hand and official seal this 7th day of December, 1998.

Alice A. Hopkins
NOTARY PUBLIC

Print Name: ALICE A. HOPKINS

My Commission Expires:



My Comm Exp. 12/31/2000
Bonded By Service Inc.
No. CC587436
☐ Personally Known ☒ Other I.D.

LEASE
SCHEDULE "A"
DESCRIPTION

A portion of the real property on that part of Lot 17, GULF VIEW SUBDIVISION, as per plat recorded in Plat Book A, page 59, Public Records of Sarasota County, Florida (and Plat Book 1, Pg. 177, Public Records of Manatee County, Florida), lying Westerly of Midnight Pass Road (State Road No. 758), which portion of the buildings and personal property located on said part-lot are a portion of the complex commonly known as JAMAICA ROYALE UNIT ONE, whose street address is 5830 Midnight Pass Road, Sarasota, Florida;
TO WIT:

1. Front desk and lobby area in front building.
2. Manager's Office in front building.
3. Two washrooms in front building.
4. Meeting Room in front building (being that room immediately northerly from main entrance to front building).
5. Parking area and turnaround drive immediately in front of front building.
6. Manager's apartment (being Apt. #45 and located at the easterly end of the southeasterly apartment building).
7. Commercial laundry (being located at the easterly end of the southwesterly apartment building).
8. Workshop located in the westerly end, adjacent to Jamaica Royale Unit One, Inc. laundry in the north-east building.

BYLAWS

OF

JAMAICA ROYALE MANAGEMENT, INC.

1. MEMBERS

Section 1.1. Annual Meeting. The annual meeting of the members of the corporation shall be held on the first Monday of March of each year at 10:00 A.M.

Section 1.2. Special Meetings. Special meetings of the members shall be held when directed by the President or the Board of Directors or when requested in writing by any three Members. A meeting requested by the Members shall be called for a date not less than ten nor more than thirty days after the request is delivered to the President. The call for a Meeting shall be issued by the Secretary unless the President or Board of Directors or members requesting the meeting designate another person to do so. No action by the Members shall be valid unless taken at a meeting of the Members.

Section 1.3. Place. Meetings of the Members shall be held at the office of the Corporation at 5830 Midnight Pass Road, or at such other place in Sarasota County, Florida as determined by the Board of Directors.

Section 1.4. Notice. The Secretary or other person designated to issue the call shall mail a notice of the meeting to each Member at the address as shown on the records of the corporation not less than fourteen nor more than thirty days before the date of the meeting. The notice shall state the purpose of the meeting and the time it is to be held. A member may waive notice before, at or after a meeting.

Section 1.5. Voting. Every Member entitled to vote at a meeting of the Members is entitled to one vote on each proposal presented at the meeting, and simple majority shall rule.

Section 1.6. Quorum. A majority of the Members entitled to vote is a quorum at a meeting of the Members unless a larger number is required by law or by the Articles or By-Laws in which case the number so required is a quorum.

Section 1.7. Proxies. Any Member entitled to vote at a meeting of the Members may be represented and vote by a proxy appointed by an instrument in writing that is delivered to the Secretary of the meeting prior to the taking of any vote for which that proxy shall be exercised. If any instrument designates two or more persons to act as proxies, a majority of the persons present at the meeting, or if only one is present, that one, has all of the powers conferred by the instrument on all the persons designated unless the instrument provides otherwise.

Section 1.8. Business Transacted. No act at a meeting of the Members is valid unless the meeting is called and notice mailed as provided in Section 1.4 or unless notice is waived by all Members not present at the meeting. No business may be transacted except that specified in the notice or required by these By-Laws or the certificate of incorporation unless all Members entitled to vote are present, in which case any business may be transacted.

Section 1.9. Adjournments. If a quorum is not present at a called meeting, the presiding officer may adjourn it from time to time without notice other than by announcement at the meeting until a quorum attends. Any business may be transacted at a

meeting resumed after adjournment that might have been transacted at the meeting as originally noticed.

Section 1.10. Order of business. The order of business at annual members' meetings, and as far as practicable at other members' meetings, shall be:

- a. Calling the roll and certifying of proxies
- b. Proof of notice of meeting or waiver of notices
- c. Reading and disposal of unapproved minutes
- d. Reports of officers
- e. Reports of committees
- f. Unfinished business
- g. New business
- h. Notification of qualification of Directors
- i. Adjournment

2. DIRECTORS

Section 2.1. Function. The business and property of the corporation shall be managed and its corporate powers exercised by the Board of Directors.

Section 2.2. Powers. The Board of Directors has the following powers:

- a. To enter into all contracts necessary and proper for the business of the corporation within the terms of the Amended and Restated Agreement attached hereto as Exhibit A.
- b. To buy, hold, sell and convey corporate property.
- c. To disburse assessments for the purposes of the Corporation.
- d. To do everything necessary and proper to accomplish the objects enumerated in the Articles of Incorporation or necessary or incidental to the benefit and protection of the corporation.
- e. To employ, dismiss and control personnel required to operate the corporation.
- f. Other powers conferred on corporations or directors by statutory or common law, the Articles of Incorporation or these By-laws.

Section 2.3. Number. This corporation shall have eight directors. Each member shall elect two directors and two alternates to substitute in the absence of the directors.

Section 2.4. Qualifications. All directors shall be of full age. Directors need not be members.

Section 2.5. Term. The directors shall hold office until the annual qualification of their successors, and shall be chosen and serve according to Article 5 of the Articles of Incorporation.

Section 2.6. Vacancies. Vacancies in the Board of Directors shall be filled by the Member suffering the vacancy.

Section 2.7. Quorum. A majority of the Directors is a quorum at a meeting of the Board of Directors. The act of a majority of the Directors present at a meeting where a quorum is present is the act of the Board of Directors.

Section 2.8. Place. Meetings of the Board of Directors shall be held at the office of the corporation at 5830 Midnight Pass Road or at such other place in Sarasota County, Florida as determined by the Board of Directors.

Section 2.9. Time and Notice. A meeting of the Board of Directors shall be held immediately following the annual meeting of Members and other meetings may be held at such times as the Board of Directors fixes or on the call of the President or the call of any of the directors. Regular meetings of the Board of Directors may be held at such time as is determined, from time to time, by a majority of the Directors. Notice of special meetings shall be given by the Secretary to each Director not less than three days before the meeting unless a Director waives notice at, before or after the meeting. Notice may be given in writing, personally or by telephone. Notice of all Board meetings must be posted in a conspicuous place on the condominium property at least 48 hours in advance of the meeting, except in an emergency.

Section 2.10. Order of Business. The order of business at directors' meetings shall be:

- a. Calling the roll
- b. Proof of notice of meeting
- c. Reading and disposal of unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

Section 2.11. Directors' Fees. No fees, or other compensation, shall be paid to Directors for their services as such. However, Directors may be reimbursed for expenses paid by them for the corporation and for services which they may render, if any, to the corporation in a capacity other than as director or officer.

Section 2.12. Powers and Duties of the Board of Directors. All of the powers and duties of the Corporation existing under the Article of Incorporation and these By-laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members of the Corporation when such is specifically required. The Board of Directors shall have exclusive power to make reasonable rules and regulations to govern the use of the facilities controlled by the Corporation.

Section 2.14. Conflict with Organization of Members. Nothing herein contained shall permit any action inconsistent with the Articles of Incorporation, By-Laws, Rules and Regulations, or Declaration of Condominium of any Members of this Non-profit Corporation.

3. OFFICERS

Section 3.1. Officers. This Corporation shall have a President, one or more Vice Presidents when chosen by the Board of Directors, and a Secretary-Treasurer. They shall be chosen by the Board of Directors at the first meeting of Directors after the annual meeting of Members each year and shall serve until their successors are chosen and qualify. All officers must be directors. All other Officers and agents shall be chosen, serve the terms and have the duties that the Board of Directors prescribes. A person may hold more than one office except the President shall not also be the Secretary, Assistant Secretary or Treasurer. No person holding more than one office shall execute an instrument in the capacity of more than one office. The Board of Directors, by majority vote, may at any time remove any Officer with or without cause.

Section 3.2. President. The President is the chief executive Office of the Corporation, shall have general and active management of the business affairs of the Corporation subject to the directions of the Board of Directors and shall preside at meetings of the members and the Board of Directors.

Section 3.3. Vice President. The Vice President, or the Vice President holding the oldest appointment of that office (if there is more than one Vice President,) who does not also serve in another office shall act as President in the absence or inability to serve of the President and perform the other duties prescribed by the Board of Directors.

Section 3.4. Secretary. The Secretary shall have custody of and maintain all the Corporate records except the financial records, shall record the minutes of meetings of the Board of Directors or members, send notices of meetings required to be sent by him and perform the other duties prescribed by the Board of Directors.

Section 3.5. Treasurer. The Treasurer shall have custody of corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render account of them when required by the President or Board of Directors and at the annual meeting of Members, and shall perform the other duties prescribed by the Board of Directors.

4. COMMITTEES

Section 4.1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees, to the extent provided in said resolution, shall assist and advise the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 4.2. Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by a majority of the Board of Directors, or unless such member shall cease to qualify as a member thereof.

Section 4.3. Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 4.4. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 4.5. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 4.6. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

Section 4.7. Rental Program Committee. Notwithstanding anything herein to the contrary, the composition, operation and duties of the Rental Program Committee shall be as set forth in the Amended and Restated Agreement relating to JAMAICA ROYALE MANAGEMENT, INC. and this Section 4 and shall be applicable thereto only to the extent that it is not inconsistent or in conflict with said Amended and Restated Agreement.

5. FORMAL MATTERS

Section 5.1. Execution of Documents. All deeds, mortgages, releases, satisfactions, negotiable paper, contracts, notices of liens, certificates and other instruments shall be executed on behalf of the Corporation by the President or a Vice-President and shall have the Corporate Seal affixed. The attestation of the Secretary is not necessary. The Board of Directors may authorize other persons to execute instruments for the corporation by resolution.

Section 5.2. Form of Seal. The form of the Corporate Seal shall be designated by the Board of Directors from time to time. It shall bear the name of the Corporation and until such change shall be duly entered into the Minutes of the Meetings of the Board of Directors, shall be the following:

6. FISCAL MANAGEMENT

Section 6.1 Accounts. The receipts and expenditures of the Corporation shall be credited and charged to appropriate accounts under the following classifications, all of which expenditures are common expenses:

- a. Current expense, including all receipts and expenditures within the fiscal year for which the budget is made and a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each fiscal year shall be applied to reduce the assessments for current expense for the succeeding fiscal year.
- b. Reserve for deferred maintenance, including funds for maintenance items that occur less frequently than annually.

Section 6.2. Budget. The Board of Directors shall adopt a budget for each fiscal year that includes the estimated funds needed to pay all expenses required to be paid by the corporation, these By-laws or any contract of the Corporation.

Section 6.3. Notice. Copies of the budget and proposed assessments shall be transmitted to each Member at least 14 days before the Board meeting at which the budget is adopted. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member on or before the Board meeting at which the amended budget will be considered.

Section 6.4. Assessments. The Board of Directors shall assess Members for their shares of the budget by October 1st of each fiscal year preceding the year. If an assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment until changed by an amended assessment. If the assessment is insufficient, the Board of Directors may amend the budget and provide notice of the new assessment. The unpaid assessment for the remaining part of the fiscal year for which the amended assessment is made shall be paid in the manner specified by the Board of Directors. If the Board of Directors fails to include a proper item of expense in the budget and amends the budget to include the item, a proper additional assessment shall be made. Assessments may be rounded off to the nearest largest dollar amount. Notice of the amount of the assessment of a Member shall be mailed or delivered promptly to the Member at the address shown on the records of the Corporation. The annual assessment shall be paid quarterly in advance on January 1st, April 1st, July 1st and October 1st, of each year.

Section 6.5. Emergency Assessment. Assessments for common expenses or emergencies that cannot be paid from the regular assessments for common expenses shall be made by the Board of Directors. Such assessment is due after thirty days' notice and is payable in the manner that the Board of Directors of the Corporation shall require in the notice of assessment.

Section 6.6. Members Shares of Assessments. Each Member shall be assessed a share of the expenditures according to a proportional share of the number of occupiable apartment units which such Member shall represent, and any excess funds shall be returned according to the same proportion.

Section 6.7. Annual Financial Report. A qualified accountant or Certified Public Accountant shall be selected by the Board of Directors each year to perform an audit, financial review or compilation, at the discretion of the Board of Directors, for the fiscal year.

Section 6.8. Bonds. Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse Corporation funds, in such amounts determined by the Board of Directors, not less than \$10,000.00 for each such person. The premiums on the bonds shall be paid by the Corporation, except costs for bonds for independent contractors shall be subject to agreement.

Section 6.9. Compensation. The Board of Directors shall determine the compensation to be paid to Corporate Employees. Employees, Directors, and Officers may be reimbursed for expenses paid by them for the Corporation.

7. OFFICE

Section 7. Office. The office of the Corporation shall be at 5830 Midnight Pass Road, Sarasota, Florida.

8. FISCAL YEAR

Section 8. Fiscal Year. The fiscal year of the Corporation shall be from October 1 to September 30 of each year.

9. ANNUAL REPORT

Section 9. Annual Report. The Corporation shall file an annual report as required by law with the State Officer designated by law, and shall pay any corporate franchise tax imposed by law.

10. RESIDENT AGENT

Section 10. Resident Agent. The Corporation shall maintain an office in Florida with a Resident Agent at it on whom process may be served. The resident agent may be an individual or a corporation. When a change of the office or resident agent is made, the President shall promptly notify the officer designated by law of the change.

11. RULES AND REGULATIONS

Section 11.1. Proposal of Regulations. The Board of Directors shall propose Rules and Regulations which shall apply equally to all users of the property under the operation, management and control of the Corporation whether or not such user shall be a member, assignee, tenant or guest of the Member

Corporation having the freehold interest in the particular premises so regulated.

Section 11.2. Approval. Upon approval by not less than two-thirds (2/3) of the entire Board of Directors of the Corporation, the Board of Directors shall promulgate the Rules and Regulations, and shall post the same in such a manner as to provide ready reference by the users of the facilities.

12. AMENDMENTS

Section 12.1. Manner of Affecting. The Board of Directors or any member of the corporation may propose amendments to these By-Laws which they consider necessary or beneficial. The Proposed By-Laws shall be submitted to the Board of Directors for their approval and ratification. Such Proposed By-Laws shall become part of these By-Laws, replacing any provisions which such amendment shall designate upon ratification and approval by unanimous approval of all the Board of Directors of the Corporation.

Section 12.2. Discrimination. No amendment shall discriminate against a Member nor against any apartment or class or group of apartments represented by any Member unless the apartment owners affected consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

The foregoing were adopted as the By-Laws of JAMAICA ROYALE MANAGEMENT, INC., a Corporation not for profit under the laws of the State of Florida, at the first meeting of the Members thereof.

/x/

SECRETARY

APPROVED:

BY /x/

PRESIDENT

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME personally appeared _____ as and _____ to me well known and known to me to be the individual described in and who executed the foregoing instruments as President and Secretary of the above named JAMAICA ROYALE MANAGEMENT, INC., a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said Corporation, and the seal affixed to the foregoing instrument is the Corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal this /x/ day of /x/ _____, 1974.

/x/

NOTARY PUBLIC

My Commission Expires:

RECORDED IN OFFICIAL
RECORDS
MAR 28 1974
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

CERTIFICATE OF AMENDMENT

TO BYLAWS OF JAMAICA ROYALE MANAGEMENT, INC.

THE UNDERSIGNED officers of Jamaica Royale Management, Inc., a Florida not-for-profit corporation organized and existing to perform certain duties and responsibilities as set forth in an amended and restated agreement recorded in O.R. Book 2077, Page 364, Public Records of Sarasota County, Florida, do hereby certify that the Bylaws of said corporation were amended as set forth below by a majority vote of the Board of Directors at a duly convened Board meeting held on the 2nd day of February, 1992. The Bylaws of said corporation were attached as an exhibit to the referenced amended and restated agreement. The undersigned officers further certify that the amendment was proposed and adopted in accordance with the documentary provisions, and applicable law.

3. OFFICERS

Section 3.1. Officers. This Corporation shall have a President, one or more Vice Presidents when chosen by the Board of Directors, a Secretary and a Treasurer. They shall be chosen by the Board of Directors at the first meeting of Directors after the annual meeting of Members each year and shall serve until their successors are chosen and qualify. ~~All officers~~ The President must be a directors but all other officers need not be directors. All other Officers and agents shall be chosen, serve the terms and have the duties that the Board of Directors prescribes. A person may hold more than one office except the President shall not also be the Secretary, Assistant Secretary or Treasurer. No person holding more than one office shall execute an instrument in the capacity of more than one office. The Board of Directors, by majority vote, may at any time remove any Officer with or without cause.

Witnesses:

[Signature]
Ron E. Shoemaker
Printed Name:

[Signature]
Jack Warren
Printed Name:

JAMAICA ROYALE MANAGEMENT, INC.

By: [Signature]
James Reed, President
5830 Midnight Pass Road
Sarasota, FL 34242

Attest: [Signature]
Lamont F. Keith, Secretary

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 2 day of March, 1992 by James Reed, as President and Lamont F. Keith, as Secretary of JAMAICA ROYALE MANAGEMENT, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced proper license as identification and did (did not) take an oath.

Notary Public

Printed Name Joan O. Steila
State of Florida

My Commission Expires

Notary Public
State of Florida at Large
My Commission Expires
May 7, 1995

This instrument prepared by
and return to:
CHAD M. McCLENATHEN, ESQ
BECKER & POLIAKOFF P.A.
P.O. BOX 49675
Sarasota, Florida 34230

This instrument prepared by
CH. and return to:
CHAD M. McCLENATHEN, ESQ.
BECKER & POLIAKOFF, P.A.
P.O. BOX 49675
Sarasota, Florida 34230

OFFICIAL RECORDS INSTRUMENT # 1998173907 39 PGS

**CERTIFICATE OF AMENDMENT
TO
BYLAWS
OF
JAMAICA ROYALE MANAGEMENT, INC.**

THE UNDERSIGNED officers of Jamaica Royale Management, Inc., a Florida not-for-profit corporation organized and existing to perform certain duties and responsibilities as set forth in an Amended and Restated Agreement recorded in O. R. Book 2077, Page 364, Public Records of Sarasota County, Florida, do hereby certify that the Bylaws of said corporation were amended as set forth below by a majority vote of the Board of Directors at a duly convened Board meeting held on the 21st day of FEB, 1996. The Bylaws of said corporation were attached as an exhibit to the referenced amended and restated agreement. The undersigned officers further certify that the amendment was proposed and adopted in accordance with the documentary provisions, and applicable law.

1. MEMBERS

Section 1.1 Annual Meeting. The annual meeting of the members of the corporation shall be held on the first Monday of March of each year at 10:00 A.M. a time designated by the Board of Directors of the corporation.

(The remainder of the Bylaws remain unchanged)

Witnesses:

Robert H. Harner
ROBERT H. HARNER
Printed Name

JAMAICA ROYALE MANAGEMENT, INC.

By: Alfred Milner
Alfred Milner, President
5830 Midnight Pass Road
Sarasota, FL 34242-2195

Gerald C. Culhane
GERALD C. CULHANE
Printed Name

Attest:

C. Hugh Brown
Secretary

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 21st day of February, 1996 by Alfred Milner, as President and A. Hugh Brown, as Secretary of JAMAICA ROYALE MANAGEMENT, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.



NOLA ANN DELANEY
Commission #CC353464
Expires March 7, 1998
Bonded Through
Alan Insurance Services

Nola Ann Delaney
Notary Public
Printed Name NOLA ANN DELANEY
State of Florida

My Commission Expires MARCH 7, 1998

27115_1
2/20/96

RECORDED IN OFFICIAL
RECORDS
96 FEB 28 AM 11:40
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL