

This instrument prepared by and should)
 be returned to:)
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 Rec Fee: \$61.00
 Phil Diamond, Comptroller
 Orange County, FL
 MB - Ret To: BECKER AND POLIAKOFF PA



**CERTIFICATE OF AMENDMENT TO THE
 BY-LAWS OF LEXINGTON PLACE CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF LEXINGTON PLACE CONDOMINIUM ASSOCIATION, INC. is executed this day, as indicated below, by LEXINGTON PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declaration of Condominium of Lexington Place, a Condominium was recorded at Official Records Book 8687, Page 2025, et seq., Public Records of Orange County, Florida, on June 8, 2006 (hereinafter "Declaration"); and

WHEREAS, that certain By-Laws of Lexington Place Condominium Association, Inc., was recorded at Official Records Book 8687, Pages 2136-2171, Public Records of Orange County, Florida on June 8, 2006 as Exhibit "4" to the Declaration (hereinafter "By-Laws"); and

WHEREAS, pursuant to its authority set forth in Section 15.3 of the By-Laws, the Board of Directors wish to amend the By-Laws; and

WHEREAS, the undersigned officers of the Association hereby certify that pursuant to the procedures set forth in the By-Laws, and those required by applicable law, the following amendment to the By-Laws was properly proposed, submitted, and approved by the Board of Directors of the Association on April 19, 2019:

Additions indicated by underlining.
 Deletions indicated by ~~striking through~~.

Amendment to Section 17 of the By-Laws of Lexington Place Condominium Association, Inc. shall be amended to read as follows:

17. Official Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- a. A copy of The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;

- b. A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- c. A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- d. A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- e. A copy of the current rules and regulations of the Association;
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, ~~which minutes shall be retained for a period of not less than seven (7) years;~~
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the facsimile numbers designated by or of Unit Owners for receiving notices sent by Electronic Transmission of those Unit Owners consenting to receive notice by Electronic Transmission. Such electronic mailing addresses and facsimile numbers are not accessible to Unit Owners if consent to receive notice by electronic transmission is not provided in accordance with the Act shall be removed from the Association records when consent to receive notice by Electronic Transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the facsimile number for receiving Electronic Transmission of notices;
- h. All current insurance policies of the Association and of all condominiums operated by the Association;
- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- j. Bills of sale or transfer for all property owned by the Association;
- k. Accounting records for the Association and the accounting records for the Condominium, according to generally accepted accounting principles. ~~All accounting records shall be maintained for a period of not less than seven (7) years.~~ If provided by laws, any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes. The accounting records shall include, but not be limited to:
 - i. Accurate, itemized, and detailed records for all receipts and expenditures.
 - ii. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and

amount of each Assessment, the amount paid upon the account, and the balance due.

iii. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

iv. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained by the Association for a period of one (1) year;

l. Ballots, sign-in sheets, voting proxies and all other papers and electronic records relating to voting by Unit Owners which shall be maintained for a period of one (1) year from the date of the election, vote or meeting to which the document relates, notwithstanding the paragraph below;

m. All rental records where the Association is acting as agent for the rental of Units;

n. A copy of the current Question and Answer Sheet, in the form promulgated by the Bureau, which shall be updated annually; and

o. All other written records of the Association not specifically included in the foregoing listed above which are related to the operation of the Association.

p. A copy of the inspection report as described in Section 718.301(4)(p), Florida Statutes.

q. Bids for materials, equipment, or services.

The official records of the Association specified in a.-g. above must be permanently maintained from the inception of the Association. All other official records shall be maintained within the State of Florida for at least 7 years, unless otherwise provided by general law. The records of the Association shall be made available to a Unit Owner within 45 miles of the Condominium Property or within Orange County within ten (10) five (5) working days after receipt of written request by the Board of Directors or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property or Association Property, or the Association may offer the option of making the records available to a Unit Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of the Act unless the Association has an affirmative duty not to disclose such information pursuant to the Act.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the member or authorized representative of such member which shall be paid by the Association member. A

renter of a unit has a right to inspect and copy the Association's By-laws and rules. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to ten (10) days, the calculation to begin on the 11th working calendar day after the Association's receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection.

If provided by law, any person who knowingly or intentionally defaces or destroys accounting records that are required by the Act to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes.

The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet, and the year-end financial information required by Section 718.111, Florida Statutes, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge the actual costs incurred in preparing and furnishing these documents to those persons requesting same. An Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Unit Owners:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including a A record which was prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(b) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.

(c) Medical records of Unit Owners.

(d) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

(e) Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an Association may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an Owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this sub-subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

f. Electronic security measures that are used by the Association to safeguard data, including passwords.

g. The software and operating system used by the Association which allow the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

The Association shall prepare a question and answer sheet as described in Section 718.504, Florida Statutes and shall update it annually.

Notwithstanding anything herein to the contrary, the Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by Applicable Law to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder or current Unit Owner for its time in providing good faith responses to requests for information on behalf of a prospective purchaser or lienholder, other than that required by Applicable Law, provided that such fee shall not exceed \$150, plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection

with the Association's response. An Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

An outgoing board or committee member must relinquish all official records and property of the Association in his or her possession or under his or her control to the incoming board within 5 days after the election. If provided by law, the Division of Condominiums, Timeshares and Mobile Homes shall impose a civil penalty as set forth in Section 718.501(1)(d)6., Florida Statutes, against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.

The Association shall maintain a website pursuant to Section 718.111(12)(g), Florida Statutes, as amended from time to time. LexingtonPlaceOrlando.com shall be the official website of the Association and shall be used to comply with Section 718.111(12)(g), Florida Statutes, as amended from time to time. The website shall be updated and maintained by the Association, acting through the board of directors or its authorized agents.

IN WITNESS WHEREOF, the Association has caused this CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF LEXINGTON PLACE CONDOMINIUM ASSOCIATION, INC. to be executed in its name in Orange County, Florida, on this 29 day of April, 2019.

[SIGNATURE CONTAINED ON THE FOLLOWING PAGE]