

Prepared by:
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CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO
THE BYLAWS OF CONDOMINIUM OF SPYGLASS POINT CONDOMINIUM
ASSOCIATION OF PENSACOLA, INC.
(A Corporation Not-for-Profit)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPYGLASS POINT CONDOMINIUM ASSOCIATION OF PENSACOLA, INC.
("Association"), a Florida not-for-profit corporation, by and through its undersigned officer,
certifies that:

RECITALS:

WHEREAS, the Bylaws of Spyglass Point Condominium Association, Inc. were recorded on May 5, 1982, in Official Records Book 1642, at Page 89 of the public records of Escambia County, Florida ("**Bylaws**");

WHEREAS, in accordance with Paragraph 8 of the Bylaws, the Bylaws may be amended in accordance with Paragraph 14 of the Declaration which requires a vote be taken at a members meeting by a vote of not less than seventy percent (70%) of the entire membership of the Board of Directors and the Association's Members;

WHEREAS, a duly noticed meeting of the members of the Board of Directors was held on _____, 2024, at which not less than seventy percent (70%) of the entire membership were received in accordance with Paragraph 14, Sub-Paragraph A of the Declaration and Chapter 718, Florida Statutes, approving this First Amendment to the Bylaws;

WHEREAS, a duly noticed meeting of the Association's members was held on _____, 2024, at which not less than seventy percent (70%) of the entire membership were received in accordance with Paragraph 14, Sub-Paragraph A of the Declaration and Chapter 718, Florida Statutes, approving this First Amendment to the Bylaws;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Amendment to the Declaration is amended as follows:

Paragraph 1, Sub-paragraph 1.4 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is added in its entirety as follows:

1.4 Pursuant to the requirements of Chapters 617 and 718, Florida Statutes, the Association shall continuously maintain a registered office and registered agent within the State

of Florida, duly authorized to accept service of process on behalf of the Association. The Board of Directors is hereby vested with the authority to designate or change the registered agent or the address of the registered office, as needed, in compliance with applicable statutory requirements. Any such change shall be promptly recorded with the Florida Department of State, Division of Corporations, and notice thereof provided to the members of the Association. In the event the Association fails to maintain a registered agent or office as required, service of process may be effected upon any officer or director of the Association in accordance with Florida law.

Paragraph 2, Sub-paragraph 2.1 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

2.1 The annual members' meeting shall be held on such date, at such time, and at such location as determined by the Association's Board of Directors in its sole discretion. ~~The annual member's meeting shall be held at the office of the corporation at 7:00 o'clock, P.M., Central Standard Time, on the second Tuesday in November of each year for the purpose of electing directors and any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.~~

Paragraph 2, Sub-paragraph 2.6 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by a person entitled to vote and shall be valid only for the particular meeting designated in the proxy and shall not be valid for more than ninety (90) days after the date of the first meeting for which it was given and cannot be used for the election of directors. The proxy must be filed with the ~~and must be filed with the Secretary~~ Association's Custodian of Records before the appointed time of the meeting or any adjournment of the meeting.

Paragraph 3, Sub-paragraph 3.2, Section B of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(B) A nominating committee of five members shall be appointed by the board of directors not less than 30 days prior to the annual membership meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.~~

Paragraph 3, Sub-paragraph 3.3 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until such director is removed in accordance with the applicable Florida statutes and the Association's governing documents. ~~he is removed in the manner presented elsewhere provided.~~

Paragraph 3, Sub-paragraph 3.5 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

3.5 Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, or ~~telegraph~~ other electronic means, at least ~~3 days~~ forty-eight (48) hours prior to the day names for such meeting.

Paragraph 3, Sub-paragraph 3.6 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

3.6 Special meetings of the directors may be called by the President and must be called by the ~~Secretary~~ Custodian of Records upon the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or other electronic means ~~telegraph~~, which notice shall state the time, place, and purpose of the meeting.

Paragraph 3, Sub-paragraph 3.9 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

3.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. ~~At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.~~

Paragraph 5, Sub-paragraph 5.1 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

5.1 The executive officers of the Association, all of whom shall be directors, shall be a President, ~~who shall be a director~~, a Vice President, ~~who shall be a director~~, a Treasurer, and a Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

Paragraph 5, Sub-paragraph 5.4 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. ~~He shall have custody of the seal of the Association and affix it to the instruments requiring a seal when duly signed.~~ He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the director or the President.

Paragraph 6, Sub-paragraph 6.1, Section A of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

(A) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working additional improvements or to operations. The balance of this fund at the end of each year shall be retained and rolled over and shall be available for future use. ~~shall be applied to reduce the assessments for current expenses for the succeeding year.~~ This account shall also include but not be limited to, administrative expenses, management fees, legal and accounting fees, insurance, security provisions, fees payable to the Division of Condominiums, State of Florida, grounds and parking lot cleanup, pest control and termite treatment, trash disposal service, utilities for common elements, salaries, wages, payroll taxes, supplies, and all other common expenses. This account shall be initially funded by the Developer so that it shall include a sum equal to two months' estimated assessment for each unit to establish an initial working fund.

Paragraph 6, Sub-paragraph 6.1, Section B of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

(B) Reserves for deferred maintenance and replacement, which shall be established by the Association's board of directors and shall include reserve funds for maintenance, repair, or replacement of items that occur less frequently than annually or are required due to damage, depreciation, or obsolescence. ~~Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.~~

Paragraph 6, Sub-paragraph 6.1, Section C of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(C) Reserve for replacement, which shall include funds for maintenance, repair, or replacement required because of damage, depreciation, or obsolescence.~~

Paragraph 6, Sub-paragraph 6.1, Section D of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(D) Betterments, which shall include funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.~~

Paragraph 6, Sub-paragraph 6.2 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

6.2 Budget. The Board of Directors shall prepare, adopt, and implement a budget for each calendar year, according to good accounting practices, in accordance with the requirements set forth in § 718.112, Florida Statutes, as amended from time to time. The Board of Directors shall ensure full compliance with all notice and meeting requirements, and any actions taken shall be considered valid only if they adhere to the statutory provisions. ~~that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:~~

Paragraph 6, Sub-paragraph 6.2, Section A of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(A) Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.~~

Paragraph 6, Sub-paragraph 6.2, Section B of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

(A) Reserve funds shall be kept in accordance with Florida statutory requirements, as amended from time to time. ~~(B) Reserve for deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.~~

Paragraph 6, Sub-paragraph 6.2, Section C of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(C) Reserve for the replacement, the amount for which shall not exceed 115% of the budget for this account for the prior year.~~

Paragraph 6, Sub-paragraph 6.2, Section D of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(D) Betterments, the amount for which shall not exceed \$2,500.00 and no sum in excess of \$500.00 shall be expended for a single item or purpose, unless the amount, item, or purpose has been approved by the members in the manner required by the Declaration of Condominium and by these Bylaws.~~

Paragraph 6, Sub-paragraph 6.2, Section E of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(E) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 70% of the votes of the entire membership of the Association.~~

Paragraph 6, Sub-paragraph 6.2, Section F of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

(B) Copies of the budget and proposed assessments shall be transmitted to each member not less than 30 days prior to the meeting at which the budget will be considered. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member. ~~(F)~~

Paragraph 6, Sub-paragraph 6.7 of the Bylaws of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

6.7 Financial statements shall be prepared in accordance with the applicable Florida statutes and a copy of the account report shall be furnished to each member not later than April 1 of the year for which the financial statements are produced. ~~An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the account report shall be furnished to each member not later than April 1 of the year following the year for~~

~~which the audit is made.~~

WHEREAS, all provisions of the Bylaws not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Amendment to the Bylaws of Spyglass Point Condominium Association, Inc., was duly adopted, and that the Association has caused the Amendment to the Bylaws to be executed by its President, this _____ day of _____, 2025.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

WITNESSES:

Print Name: _____

**SPYGLASS POINT CONDOMINIUM
ASSOCIATION OF PENSACOLA, INC.,**
a Florida not-for-profit corporation

Print Name: _____

By: _____
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by the Members and _____, as President of Spyglass Point Condominium Association of Pensacola, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC

Print Name: _____

Personally Known

OR

Produced Identification; Type of Identification Produced _____