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11/16/1999 at 08:09AM DWIGHT B. BROCK, CLERK
REC FEE 46.50

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Glenmoor Greens II, Inc., a Florida corporation not for profit, hereby certifies that at a duly called meeting of the Board of Directors held on September 29, 1999, the resolutions set forth below were approved by a unanimously approved by the Board of Directors. Thereupon, at a members held on September 29, 1999, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the affirmative vote of at least two-thirds (2/3rds) of the voting interests (present in person or by proxy), for the purpose of amending the Declaration of Condominium of Glenmoor Greens II, a Condominium as originally recorded in Book 2290, at Pages 961 *et seq.*, of the Official Records of Collier County, Florida, and the By-Laws of the corporation.

Retn:
SWALM & MURRELL
2375 TAMAMI TR N #308
NAPLES FL 34103

(for use by Clerk of Court)

RESOLVED: That the Declaration of Condominium for Glenmoor Greens II, a Condominium, is hereby amended, and the amendments are adopted in the form attached hereto, and made a part hereof.

RESOLVED: That the By-Laws of Glenmoor Greens II, Inc., are hereby amended; and the amendments are adopted in the form attached hereto, and made a part hereof.

Date: 11/5/99

GLENMOOR GREENS II, INC.

(1)
Witness

Print Name: MARIA DIAZ

By: Roy Ramsey
Roy Ramsey, President
1403 Glen Eagle Blvd
Naples, FL 34104

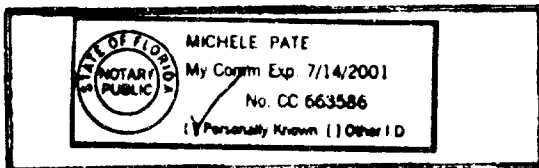
(2)
Witness

Print Name: Patt, Shock

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5th day of Nov., 1999, by Roy Ramsey, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



Michele Pate
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

Prepared by and Return to:
Swalm & Murrell, P.A.
2375 Tamiami Trail N., Suite 308
Naples, FL 34103

AMENDMENT TO DECLARATION

The Declaration of Condominium for Glenmoor Greens II, a Condominium shall be amended as follows:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Section 1.5 of the Declaration shall be amended as follows:

1.5 Glen Eagle Golf & Country Club, ~~Embassy Woods Golf and Country Club at Bretonne Park~~. Glenmoor Greens II, a Condominium, is located within a Planned Unit Development known as formerly known as Embassy Woods Golf and Country Club at Bretonne Park (hereafter "Embassy Woods"). ~~The name of the Development has been changed to Glen Eagle Golf & Country Club.~~ All of the property located in Glen Eagle Golf & Country Club Embassy Woods, including Glenmoor Greens II, a Condominium, is subject to certain restrictions and regulations as provided in the Master Declaration herein.

2. Section 2.2, Paragraphs (k), (l), (n) and (o) of the Declaration shall be amended as follows:

2.2 Specific. The following terms shall have the specific meanings herein defined, to-wit:

* * *

(k) Master Declaration ~~means the document entitled "Declaration of Covenants, Conditions and Restrictions for Embassy Woods Golf and Country Club at Bretonne Park"~~ means those certain covenants conditions and restrictions contained in that certain declaration as originally recorded in O.R. Book 1550, at Page 602, et seq, of the Public Records of Collier County, Florida, and subsequently amended and restated as the "Covenants, Conditions and Restrictions of Glen Eagle Golf & Country Club, and recorded in O.R. Book 2499, at Page 1755 et seq, of the Official Records of Collier County, Florida, and all any amendments thereto, which declaration provides for conservation areas and open space, certain maintenance obligations and use restrictions for all residents and owners in Glen Eagle Golf & Country Club Embassy Woods, a Planned Unit Development located in Collier County, Florida.

(l) Developer (or Declarant) means collectively Transeastern Properties, Inc., a Florida corporation Glenmoor Building Corporation, and its successors and assigns.

* * *

(n) Limited Common Element means a Common Element reserved by the Declaration of Condominium for the use of a certain Unit or Units to the exclusion of other Units.

(o) Glen Eagle Golf & Country Club, Inc. Embassy Woods at Bretonne Park Master Association, Inc., means the not-for-profit corporation formed for the purpose of administering and enforcing the Master Declaration and operating the Glen Eagle Golf & Country Club Community, of Covenants, Conditions and Restrictions for Embassy Woods Golf and Country Club at Bretonne Park.

3. Section 3.3 of the Declaration shall be amended as follows:

SUBSTANTIAL REWORDING OF SECTION 3.3 OF THE DECLARATION OF CONDOMINIUM, FOR EXISTING TEXT, SEE CURRENT DECLARATION.

3.3 Identification. Attached to the Declaration as part of Exhibit "B" as originally recorded, and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and show all the units, including their identification numbers, locations and approximate dimensions and the common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, and the common elements, and their relative locations and dimensions.

4. Section 4.4 of the Declaration shall be amended to read as follows:

4.4 Attached Garages. ~~There have been designated on the Survey and Plot Plan~~ There is a one-car garage attached to each unit as show in Exhibit "B," reserved one attached garage per Unit which shall be part of the Limited Common Elements. These garages shall be for the exclusive use of the Unit Owners of the Unit to which the garage is attached. ~~The cost of maintenance, repair and replacement of the structural components, roofs, and all exterior surfaces of all garages shall be a common expense. All other maintenance repair and replacements are the unit owner's responsibility.~~

5. Section 5.4 of the Declaration shall be amended to read as follows:

5.4 Common Elements. ~~The Unit Owners of each Unit shall own an undivided fractional interest in the Common Elements equal to a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Units submitted to the condominium form of ownership in this Condominium: eighty-four (84)~~

6. Section 6.6 of the Declaration shall be deleted in its entirety, and the remaining sections of Section 6 are amended and renumbered accordingly:

~~6.6 Past Due Assessments. No Unit shall be sold, nor shall approval be given for the same, until and unless all assessments past and due are paid or their payment provided to for to the satisfaction of the Association:~~

~~6.6 6.7 Applicability. The provisions of This Section 6 applies shall apply to all sales and other transfers and assignments of the ownership of units, except original sales or transfers and assignments made by the Developer.~~

~~6.7 6.8 Enforcement. In the event of a conveyance or an attempted conveyance in contravention of the covenants directions and restrictions in this Declaration herein contained, the Association may shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any other legal means calculated to produce compliance. Such a right shall include the right of The prevailing party shall be entitled to recover attorney's fees as provided in Section 18.5.~~

7. Section 7.1 of the Declaration shall be amended to read as follows:

7.1 Leasing of Units. All leases of Units must be in writing and a fully executed copy of the lessee must ~~shall~~ be provided delivered to the Association prior to occupancy of the unit under Board upon commencement of the said lease. The lessee must be at least one natural person. A Unit Owner may lease only his entire Unit, only and then only in accordance with the provisions of this Section 7.

8. Section 8.1 of the Declaration shall be amended to read as follows:

8.1 Expenses. The share of the Common Expenses to be borne by each of the Units ~~Unit Owners~~ shall be a proportionate share of the total expenses and costs of the Association equal to the Unit Owner's fractional ownership interest in the Common Elements, as stated in Section 5.4 above.

9. Section 9.1 of the Declaration shall be amended to read as follows:

9.1 Association. The Association shall maintain, repair and replace at the Association's expense all portions of the Common Elements contributing to the structural support of the Condominium Property, including, which portions shall include, but not be limited to, the outside walls of the buildings and all fixtures thereon on its exterior; those portions of boundary walls between Units that are not part of a Unit; floor and ceiling slabs; load-bearing columns and load-bearing walls; all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium Property other than the Unit within which contained. All incidental damage caused to a Unit by such work immediately above-described shall be repaired promptly at the expense of the Association, unless the need for the work arose because of the fault of the unit owner.

10. Paragraphs (b) and (c) of Section 11.2 of the Declaration shall be amended to read as follows:

11.2 Expenses. Notwithstanding anything to the contrary contained within this Declaration, the liability of the Developer to pay for the payment of Common Expenses with respect to each Unit owned by Developer shall be limited as follows:

* * *

(b) The Developer shall be excused from the payment of the share of the common expenses, including reserves for capital expenditures and deferred maintenance, relating to the units the Developer is offering for sale, for a period commencing upon the date of the expiration of the Exemption Period and ending on the earlier of the date the Developer turns over control of the Association to the Unit Owners other than the Developer, or five (5) years after the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs (the "Guaranty Expiration Date"), and the Developer guarantees that the common expenses and assessments levied upon each unit (exclusive of reserves) will not exceed the amount of \$113.77 per month for the first year of the guaranty period, the amount of \$130.84 per month for the second year of the guaranty period, the amount of \$150.46 per month for the third year of the guaranty period, the amount of \$173.03 per month for the fourth year of the guaranty period, and the amount of \$198.98 per month for the fifth year of the guaranty period (the "Guaranty"), and the Developer shall pay any amount of common expenses (not including reserves) incurred during the period and not produced by the assessments at the guaranteed

level receivable from other Unit Owners. Prior to the Guaranty Expiration Date, Developer may, at its option, extend the Guaranty period for two additional, consecutive one-year periods that attach to the last guaranty period at a maximum guaranteed assessment of \$198.98 per month. Commencing on the Guaranty Expiration Date, the Developer shall contribute to the Common Expense on the same basis as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the Unit Owner of any Unit during the Guaranty period as aforescribed, and if any such Unit is leased and occupied by a third party, then the maintenance of said Unit shall be contributed and borne by the Developer on the same basis as all other Unit Owners.

~~(c) Developer shall not be liable for the payment of assessments applicable to Units it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing or making, preparing, or investigating possible claims against the Developer.~~

11. Section 17.2 of the Declaration shall be amended to read as follows:

17.2 Covenants for Assessments. Except as hereinafter more fully provided, the Developer for each building planned for a parcel within the property described in Exhibit "A" hereby covenants, and each Owner of a Unit in Exhibit "A," by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association ~~(1) an initial capital assessment to be paid at the time of closing to Embassy Woods Golf and Country Club at Bretonne Park Master Association, Inc. in the amount of \$120.00, and to Glenmoor Greens II, Inc., in the amount of \$100.00 ("Initial Capital Assessment"); (2) period assessments ("Periodic Assessments") and (3) special assessments for capital improvements and other expenditures that the Association deems appropriate ("Special Assessments").~~

12. Paragraph (d) of Section 17.7 shall be deleted in its entirety:

17.7 Miscellaneous.

* * *

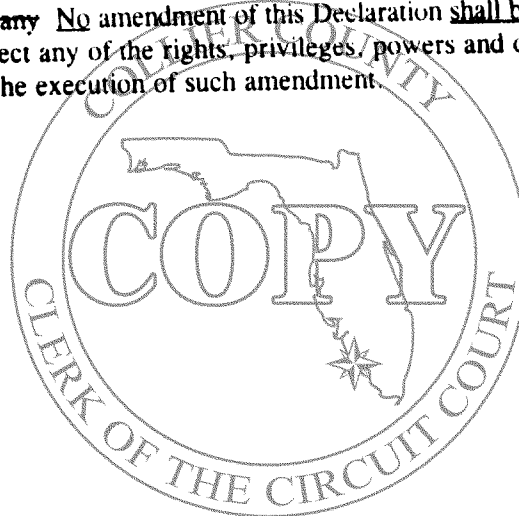
~~(d) Taxation. The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the Condominium Units and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each Unit Owner in addition to the payment of such Unit Owner's share of the Common Expenses. However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including Common Elements, Limited Common Elements and the Condominium Units. In such cases, the tax will be apportioned against each Unit according to the schedule of ownership of Common Elements and otherwise shall be treated as a part of the Common Expenses of the Condominium Association. Whenever a tax is assessed against the Condominium Property as a whole instead of against each Unit, it may be treated as a Common Expense of the Association, or at the Association's election, treated as the proportionate obligation of the Unit Owners, with the Association acting only as collecting and remitting agent.~~

13. Section 18.3 of the Declaration shall be amended to read as follows:

18.3 Fines. The Association may levy reasonable fines against an Owner for failure of the Unit Owner, or any occupant, licensee or invitee, to comply with any provision of the Declaration, the By-Laws, or reasonable Rules of the Association. ~~No fine may exceed \$50.00, nor may any fine be levied except after giving reasonable notice and opportunity for hearing to the Unit Owner, occupant, licensee or invitee as provided in the By-Laws.~~

14. Section 19.3 of the Declaration shall be amended to read as follows:

19.3 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion by which the Unit Owner shares in the Common Expenses and owns the Common Surplus unless the Owner of the Unit and all record owners of liens on the Unit (whose consent shall not unreasonably be withheld) join in the execution of the amendment and unless the Unit Owners of all other Units approve the amendment. ~~Neither shall an amendment make any change in Section XV (entitled "Reconstruction or Repair After Casualty"), nor Section XVI (entitled "Condemnation") unless the record owners of all mortgages upon the Condominium Property (whose consent shall not unreasonably be withheld) shall join in the execution of the amendment, nor shall any~~ No amendment of this Declaration shall be effective to make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.



AMENDMENT TO BYLAWS

The Bylaws of Glenmoor Greens II, Inc., shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

1. Section 3.2 of the Bylaws shall be amended to read as follows:

3.2 Special Meeting. Special meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least ten percent (10%) of the voting interests ~~votes of the entire membership~~. The notice of a special meeting ~~Such requests~~ shall be in writing, shall state the purposes of the meeting, and if the meeting is being called by members having at least ten percent (10%) of the voting interests, the notice shall be signed by all those members. ~~making the request~~ Business at any special meeting shall be limited to the items specified in the ~~request and contained in the~~ notice of the meeting.

2. Section 3.12 of the Bylaws shall be amended to read as follows:

3.12 Action by Members Without Meeting. Except for the holding of the annual meeting, and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting, ~~or a majority of the total votes of the entire membership, whichever is greater, unless a lesser vote is sufficient by law~~. If the requisite number of written consents are received by the Secretary within ~~sixty (60) thirty (30)~~ days of mailing notice of the proposed action to the members, a resolution shall be passed by the Board of Directors on the action so authorized which shall be of the same full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section, the list of Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

3. Section 4.5 of the Bylaws shall be amended to read as follows:

4.5 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term, ~~until the next regularly scheduled election, unless otherwise provided by law~~.

(B) If a vacancy results from a recall, in which less than a majority of the Directors were recalled, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum as provided in Section 4.5(a) above. If vacancies result from a recall in which a majority or more of the Directors are removed, ~~the vacancies shall be filled as provided by in Section 4.4~~, the vacancy shall be filled as provided by the Florida Administrative Code.

NOTE: SUBSTANTIAL REWORDING OF SECTION 4.9 OF THE BYLAWS, FOR PRESENT TEXT SEE EXISTING SECTION 4.9 OF THE BYLAWS.

4. Section 4.9 of the Bylaws shall be amended to read as follows:

4.9 Notice to Owners. Except as otherwise provided below, all meetings of the Board of Directors must be open to attendance by unit owners. The right of owners to attend Board meetings includes the right to speak on all designated agenda items, subject to reasonable rules adopted by the Board of Directors governing the manner, duration and frequency of doing so. Notices of all Board meetings, together with an agenda of the business to be conducted, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours in advance, except in an emergency, and subject to the following special circumstances:

(A) Assessments to be considered. Notice of any Board meeting at which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and disclose the nature of such assessments. Notice of any Board meeting at which a special assessment will be considered must also be mailed to the owners of each unit at least fourteen (14) days before the meeting, except in an emergency, and an affidavit of mailing must be retained as proof of mailing.

(B) Budget Meetings. Notice of any Board meeting held to formally adopt a budget, or to amend a previously adopted budget, must be mailed to the unit owners as further provided in Section 6.2 below.

(C) Meetings with Association legal counsel. Meetings between either the Board, or a committee, and Association legal counsel, regarding proposed, impending or ongoing litigation, to the extent the meeting is held for the purpose of seeking or rendering legal advice regarding that litigation, may be held without notice to unit owners and may be closed.

Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

5. Section 4.16 of the Bylaws shall be amended to read as follows:

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deems necessary or convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meetings of a committee for the purpose of taking final action on behalf of the Board, or to make recommendations to the Board regarding a budget, must be noticed and conducted with the same formalities as are required for Board meetings in Section 718.112(2)(c), Florida Statutes (1997), as amended. ~~Meetings of committees that do not take final action on behalf of the Board, or make recommendations to the Board regarding a budget, are exempt from this requirement. Meetings between a committee and Association legal counsel are exempt to the extent of the attorney-client privilege. If a committee has delegated to it the authority to prepare or propose the annual budget, to bind the Association or act for and in the place of the Board, including the power to authorize the expenditure of funds, the committee shall hold its meetings and give notice of such meetings with the same formalities as required for Board meetings.~~

6. Section 6.7 of the Bylaws shall be amended to read as follows:

6.7 Financial Reports. In accordance with Section ~~718.111(14)~~ ~~718.11(13)~~ of the Condominium Act, not later than ~~ninety (90)~~ ~~sixty (60)~~ days after the close of each fiscal year, the Board shall mail or furnish by personal delivery to ~~the Owner of each Unit~~ ~~Owner financial statements~~ a financial report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, ~~and an income and expense statement for the year, detailed by accounts.~~ ~~The Association shall also submit the annual financial report to the Division of Florida Land Sales, Condominiums and Mobile Homes.~~

7. Section 7 of the Bylaws shall be amended as follows:

7.1 Purpose of Assessments. The assessments levied by the Board of Directors shall be used to promote the recreation, health, safety and welfare of the Unit Owners and tenants, the improvement and maintenance of the Common Elements, the mutual protection and/or maintenance of the Condominium Units and other Structures (including, without limitation, the purchase of comprehensive liability and property damage insurance in the name of the Association), and for such other purposes permitted by the Condominium documents.

~~7.2 Initial Capital Assessment. Each initial Unit Owner shall, upon acquisition of the Unit from the Developer, contribute to the Embassy Woods Golf and Country Club at Bretonne Park Master Association, Inc., the sum of \$120.00, and to Glenmoor Greens II, Inc., the sum of \$200.00. Such amount shall be held by the Association in a special reserve account for the purpose of defraying unforeseen expenditures and capital outlays.~~

~~7.2~~ ~~7.3~~ Periodic Assessments. Periodic assessments based on the adopted budget shall be paid by members in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and prorata assessments are calculated, at which time any overage or shortage calculated shall be added to or subtracted from each Unit's next due quarterly installment.

~~7.4~~ Periodic Assessments; Date of Commencement; Due Date; Delinquency; Assessment Period. The Periodic Assessments provided for herein shall commence as to a Unit on a date (hereinafter called the "Commencement Date") which shall be the first day of the calendar month following the conveyance of such Unit by the Developer to a Unit Owner and shall thereafter be due on a quarterly basis as stated above. Periodic Assessments shall be considered delinquent if not paid when due. For the year of purchase, the Periodic Assessments to be paid by a Unit Owner shall be prorated; thereafter, they shall be paid as established in Section 7.3, except that the assessment period may be changed from time to time at the discretion of the Board.

~~7.3~~ ~~7.5~~ Special Assessments; Due Date; Delinquency. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The funds collected must be spent for the purposes stated or shall be returned to the members as provided by law. Notice of any Board meeting at which a special assessment will be considered, ~~discussed or proposed~~ shall be given as provided in Section 4.9 above.

7.4 ~~7-6~~ Share of Assessments; ~~Addition of Property~~. The amount of each Unit Owner's share of all Periodic and Special Assessments shall be a fraction of the whole, the numerator of which is one (1) and the denominator of which is eighty-four (84) (the total number of Units in the Condominium).

7.5 ~~7-7~~ Interest; Late Fees; Application of Payments. Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before the expiration of the ten (10) day period, shall bear interest at the highest rate permitted by law from the date due until paid. In addition ~~to the foregoing remedies~~, the Association Board may ~~impose assess~~ a "Late Fee," ~~compounded monthly at the highest rate to the extent~~ permitted by law, when the payment is more than ten (10) days delinquent, for the purposes of ~~detering late payment and~~ helping defray collection costs. All payments upon account shall be ~~first applied as specified in Section 718.116 of the Condominium Act~~ to interest and then to the ~~delinquent assessment~~. The foregoing shall be applicable notwithstanding any restrictive endorsement or other instruction placed on or accompanying a payment.

7.6 ~~7-8~~ Acceleration. If a Member shall be in default, or delinquent, in the payment of an installment upon his assessments, the Board may accelerate the ~~due date for the~~ remaining installments of the assessments ~~for that year~~ upon notice sent to the member through certified mail; accelerated assessments shall be due and payable on the date the claim of lien is filed and shall include the amounts due for the remainder of the budget year in which the claim of lien is filed and any interest as calculated in Section 7.7.

7.7 ~~7-9~~ Unpaid Assessments - Certificate; Assessment Rolls. Upon fifteen (15) days notice, any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments ~~and other sums due to the Association~~ with respect to the Unit. The holder of a mortgage or other lien shall have the same right as to the Unit subject to such mortgage or liens. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. Upon written request to the Association, identifying the name and address of the holder, and the Unit number or address, any holder, insurer, or guarantor shall be entitled to timely written notice of any delinquency of more than 60 days in the payment of assessments or charges owed by the Unit Owner of any Unit covered by the mortgage. The assessments for Common Expenses according to the budget shall be set forth upon a roll of the members which shall be available for inspection at all reasonable times by members.

7.8 ~~7-10~~ Accounts. All sums collected from assessments may be mingled in a single fund, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made.

7.9 ~~7-11~~ RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the Common Elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each Unit Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness and peace of mind of the Unit Owners, and uniformly applied and enforced.