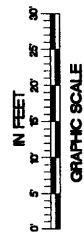
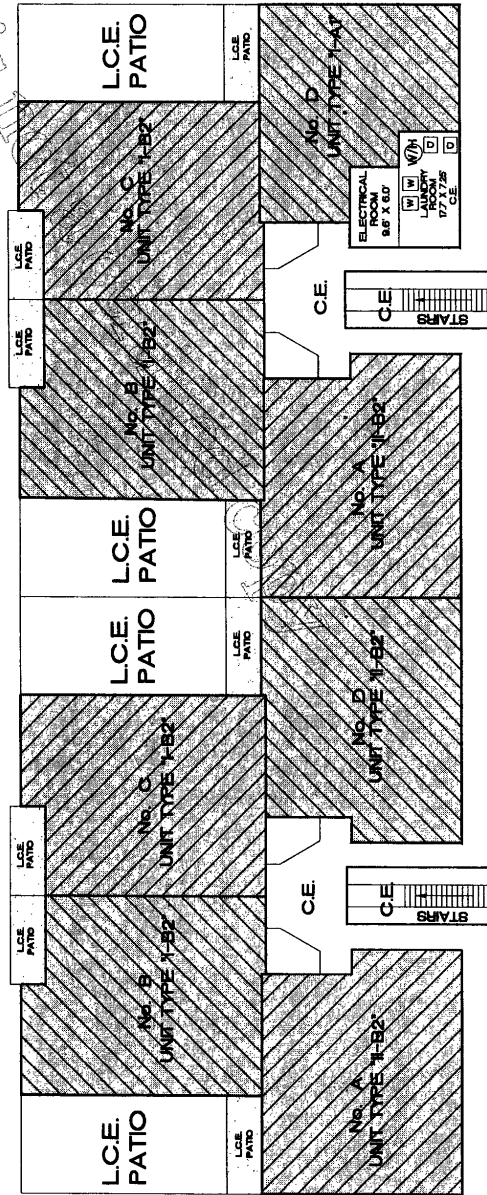


# Palm Beach Grande, a Condominium

## Building Type II (Nos. 2, 7, 11, 13 and 14) First Floor Plan

This is a preliminary drawing.



**EXHIBIT "2"**

**ABBREVIATIONS**  
 (L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
 (C.E.)= DENOTES COMMON ELEMENT

**NOTE**  
 -ALL DIMENSION ARE IN FEET AND DECIMAL OF FEET  
 -UNITS CAN BE MIRRORED

DATE: JULY 7, 2005	PROJECT NAME: Palm Beach Grande, a Condominium
DRAWN: T.D.	1780 WINDSORWAY WAY, WEST PALM BEACH, FLORIDA
CHECKED: B.C.R.	
FIELD NO.:	
FIELD NO.:	
ORDER NO. 180006	

DATE	REVISIONS	BY

<b>J.H. MANUCY, INC.</b> Licensed Professional Engineer 1780 WINDSORWAY WAY, WEST PALM BEACH, FLORIDA 33411 TEL: 561-833-7000 FAX: 561-833-7005	
--	--

62

62 OF 75 SHEETS

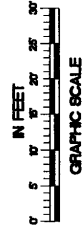
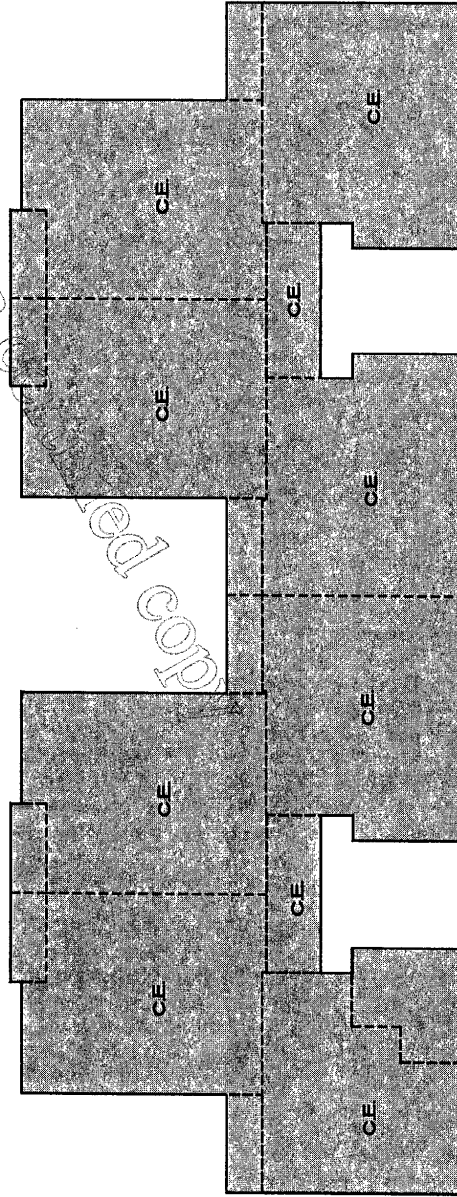
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# Palm Beach Grande, a Condominium

## Building Type II (Nos. 2, 7, 11, 13 and 14) Roof Plan

This is not a certified copy



**ABBREVIATIONS**  
 (L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
 (C.E.)= DENOTES COMMON ELEMENT

**NOTE:**  
 -ALL DIMENSION ARE IN FEET AND DECIMAL OF FEET  
 -ALL ROOF IS COMMON ELEMENT.

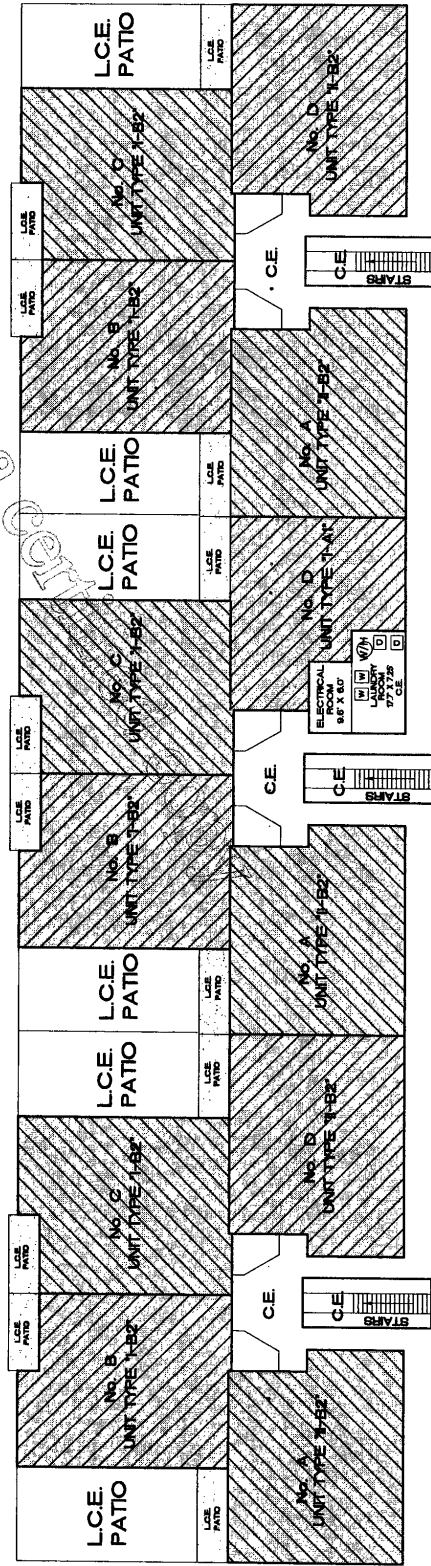
**EXHIBIT "2"**

<b>DATE</b> JULY 2, 2005	<b>DRAWN</b> T.D.	<b>CHECKED</b> B.A.K.	<b>SCALE</b> AS SHOWN	<b>PROJECT NO.</b> 10000	<b>64</b> <small>64 OF 76 SHEETS</small>
<b>PROJECT NAME</b>					
<b>Palm Beach Grande, a Condominium</b>					
1780 WINDSORWAY WEST PALM BEACH, FLORIDA					
<b>J.J.H. MANUCY, INC.</b> <small>LICENSED PROFESSIONAL ENGINEER          STATE OF FLORIDA          LICENSE NO. 12587          EXPIRES 12/31/2008</small>					
<small>(C) COPYRIGHT NOTICE: ALL DIMENSIONS SHOWN AND DEPICTED ON THIS PLAN IS THE PROPERTY OF J.J.H. MANUCY, INC. NOT TO BE UTILIZED BY ANY OTHER AGENCY WITHOUT WRITTEN AGREEMENT WITH J. H. MANUCY, INC.</small>					

# Palm Beach Grande, a Condominium

## Building Type (III) (Nos. 3, 4, 5, 6, 8, 9, 10 and 12) First Floor Plan

This is not a contract



### ABBREVIATIONS

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

NOTE - ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET  
- UNITS CAN BE ABBREVIATED  
- PLEASE REFER TO SHEETS 4 TO 56 FOR PROPOSED PATIO GEOMETRY

DATE	REVISIONS	BY

**J.J.H. MANUCY, INC.**  
 LICENSED ARCHITECT  
 1700 WINDSOR WAY, WEST PALM BEACH, FLORIDA 33411  
 TEL: 561-835-7700 FAX: 561-835-7700



PROJECT NAME  
**Palm Beach Grande, a Condominium**  
 1700 WINDSOR WAY, WEST PALM BEACH, FLORIDA

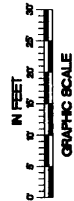
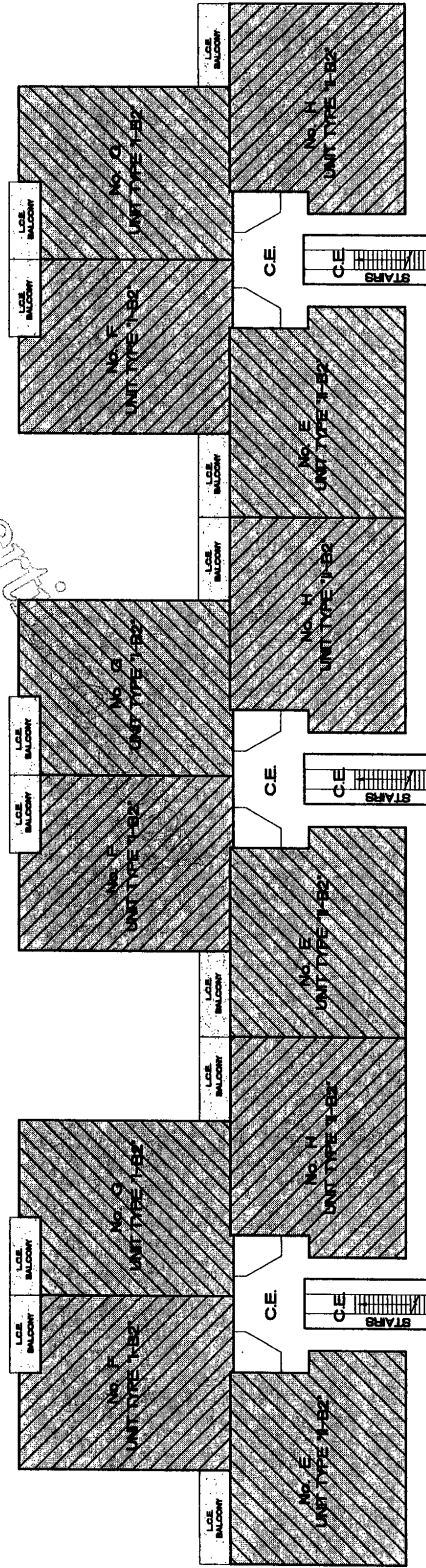
DATE: JULY, 2000  
 DRAWN: T.D.  
 CHECKED: B.A.E.  
 SCALE AS SHOWN  
 FIELD NO. SHEET  
 SHEET NO. 65 OF 76 SHEETS

**EXHIBIT 7 2**

# Palm Beach Grande, a Condominium

Building Type III (Nos. 3, 4, 5, 6, 8, 9, 10 and 12) Second Floor Plan

*This is not a cert.*



**ABBREVIATIONS**  
 (L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

**NOTE**  
 -ALL DIMENSION ARE IN FEET AND DECIMAL OF FEET  
 -UNITS CAN BE MIRROR

**EXHIBIT 7 2**

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
 Licensed Professional Engineer  
 License No. 12001  
 1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA 33411  
 TEL: 561-833-1100 FAX: 561-833-1101

**Palm Beach Grande, a Condominium**  
 1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA

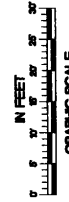
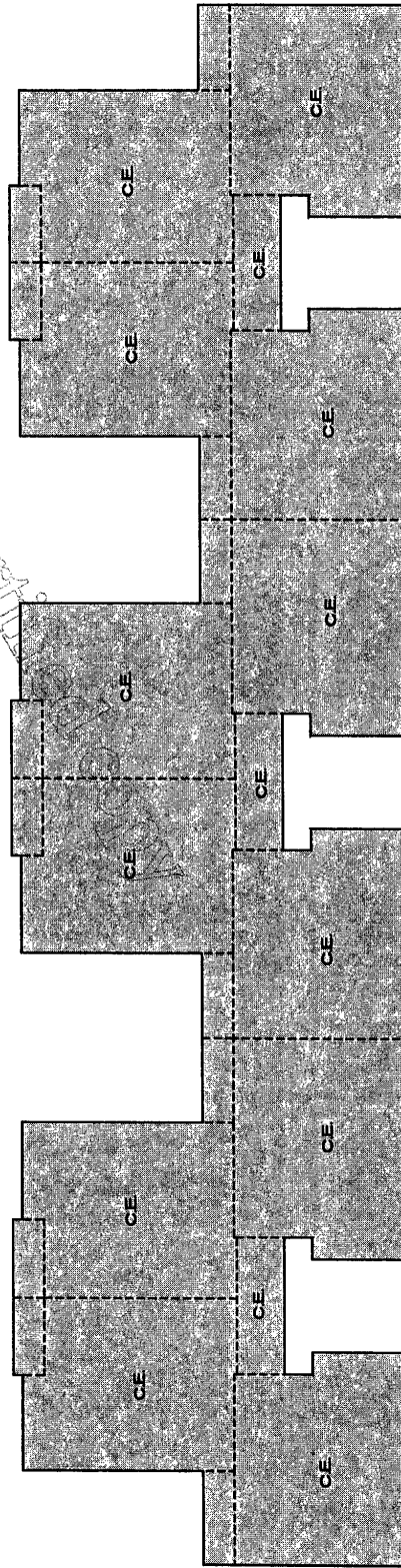
PROJECT NAME

DATE: JULY 2009  
 DRAWN: T.D.  
 CHECKED: B.A.K.  
 SCALE: AS SHOWN  
 FIELD NO.: 66  
 SHEET NO.: 66 OF 76 SHEETS

# Palm Beach Grande, a Condominium

## Building Type III (Nos. 3, 4, 5, 6, 8, 9, 10 and 12) Roof Plan

This is not a certified drawing



**NOTE:**  
 -ALL DIMENSION ARE IN FEET AND DECIMAL OF FEET  
 -ALL ROOF IS COMMON ELEMENT.

**ABBREVIATIONS**

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
 (C.E.)= DENOTES COMMON ELEMENT

DATE	REVISIONS	BY

**J.J.H. MANUCY, INC.**  
 Licensed Professional Engineer  
 License No. 12587  
 State of Florida  
 1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA 33411  
 TEL: 561-833-8888  
 FAX: 561-833-8889



PROJECT NAME: **Palm Beach Grande, a Condominium**  
 1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA

DATE: JULY 7, 2009	DRAWN: T.D.
CHECKED: B.A.K.	SCALE: AS SHOWN
FIELD BOOK: SKETCH	CORRECTIONS: NONE
<b>67</b>	
67 OF 76 SHEETS	

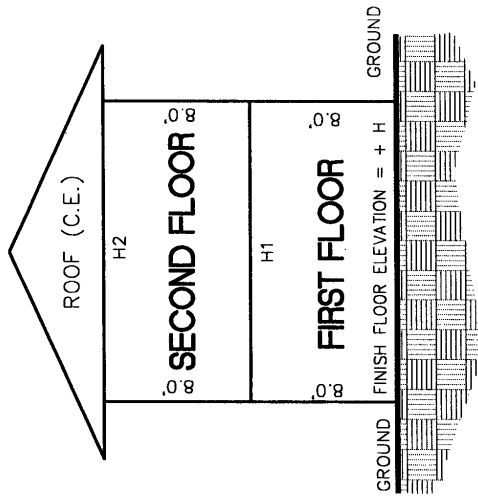
**EXHIBIT '2'**

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# Palm Beach Grande, a Condominium

## VERTICAL ELEVATIONS

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### BUILDING TYPICAL VERTICAL SECTION

SCALE = N.T.S.

**ABBREVIATIONS**

(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
(C.E.) = DENOTES COMMON ELEMENT

**NOTE**  
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- ALL ROOF IS COMMON ELEMENT.

BUILDING No.	H	H1	H2
1	+17.65'	+25.65'	+33.65'
2	+17.65'	+25.65'	+33.65'
3	+17.49'	+25.49'	+33.49'
4	+17.45'	+25.45'	+33.45'
5	+17.30'	+25.30'	+33.30'
6	+17.76'	+25.76'	+33.76'
7	+17.67'	+25.67'	+33.67'
8	+17.74'	+25.74'	+33.74'
9	+17.45'	+25.45'	+33.45'
10	+17.05'	+25.05'	+33.05'
11	+17.65'	+25.65'	+33.65'
12	+17.15'	+25.15'	+33.15'
13	+17.60'	+25.60'	+33.60'
14	+17.48'	+25.48'	+33.48'

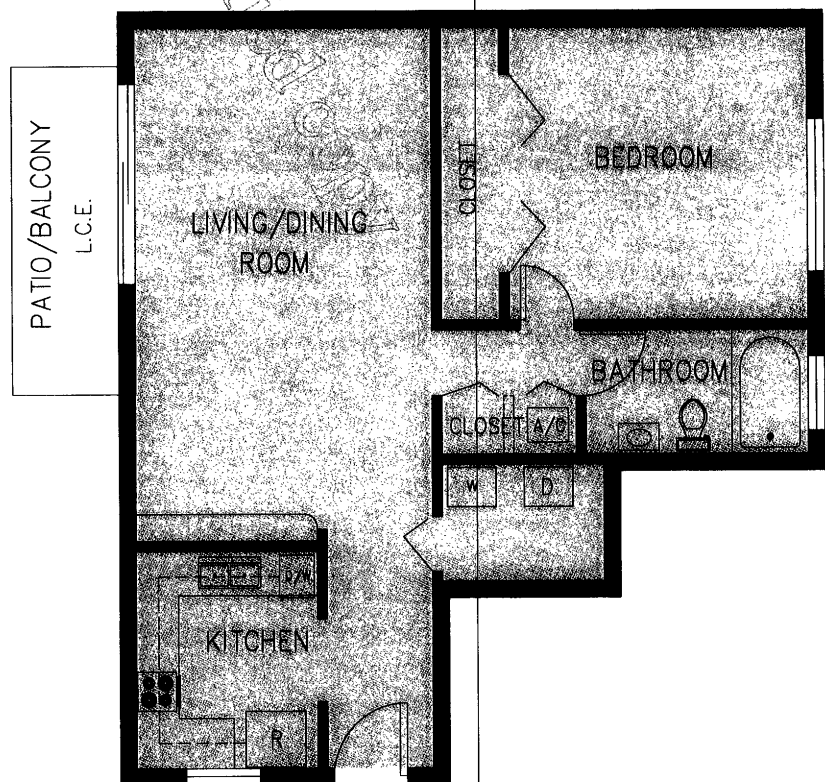
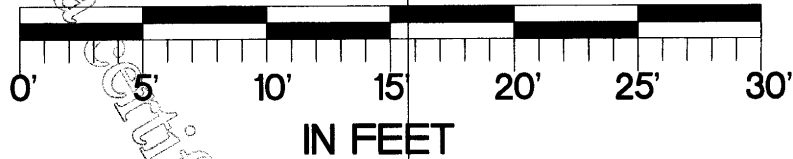
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DATE	APR 17, 2000													
DRAWN	T.D.													
CHECKED	B.A.K.													
SCALE	AS SHOWN													
FIELD NO.	NOT SET													
CONTRACT NO.	1000													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: 8px;">DATE</td><td></td></tr> <tr><td style="font-size: 8px;">BY</td><td></td></tr> <tr><td style="font-size: 8px;">REVISIONS</td><td></td></tr> </table>	DATE		BY		REVISIONS		<p style="font-size: 0.8em; font-weight: bold;">J.H. MANUCY, INC.</p> <p style="font-size: 0.6em;">LICENSED ARCHITECT/CONSULTANT 1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA 33411 TEL: 561-833-1100 FAX: 561-833-1101 WWW.JHMANUCY.COM</p>	<p style="font-size: 0.6em;">(C) COPYRIGHT NOTICE: ALL DRAWINGS AND SPECIFICATIONS SHOWN ARE DEPICTED ON THE PLAN IS THE PROPERTY OF J.H. MANUCY, INC. NOT TO BE UTILIZED BY OTHER PARTIES EXCEPT BY WRITTEN AGREEMENT WITH J. H. MANUCY, INC.</p>						
DATE														
BY														
REVISIONS														

# Palm Beach Grande, a Condominium

## Typical Unit

### GRAPHIC SCALE



UNIT TYPE "I-A1"

- NOTES:**
- ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET, UNLESS OTHERWISE DENOTED.
  - SOME UNITS MAY HAVE WASHING MACHINE DRYER
  - THERE MAY BE MIRROR IMAGE OF UNIT

**ABBREVIATIONS**  
(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

## EXHIBIT "2"

<p><b>J.H. MANUCY, INC.</b>  Land Surveyors / Civil, Structural &amp; Environmental Engineers  4411 N.W. 11th Avenue, Suite 202  West Palm Beach, FL 33411  Tel: 561-833-1000 • Fax: 561-833-0700</p>			<p><b>Palm Beach Grande, a Condominium</b>  1780 WINDGRAVE WAY, WEST PALM BEACH, FLORIDA</p>		<p>DATE: JULY 7, 2005</p>
			<p>69</p>	<p>89 of 76 SHEETS</p>	
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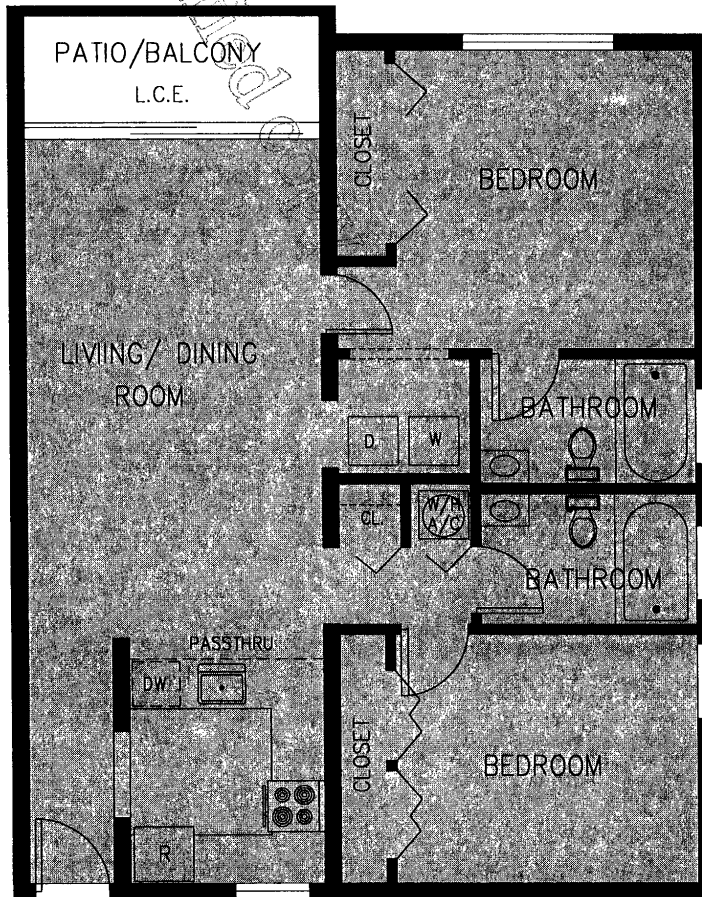
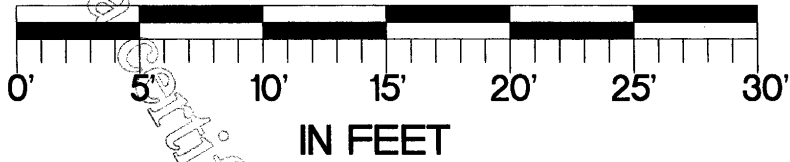


This is not a certified drawing

# Palm Beach Grande, a Condominium

## Typical Unit

### GRAPHIC SCALE



**UNIT TYPE "I-B2"**

**ABBREVIATIONS**

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

**NOTES**

- ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET, UNLESS OTHERWISE DENOTED.
- SOME UNITS MAY HAVE WASHING MACHINE DRYER
- THERE MAY BE MIRROR IMAGE OF UNIT

## EXHIBIT "2"

	<p><b>Palm Beach Grande, a Condominium</b></p> <p>1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA</p>	<p>DATE: JULY 7, 2009</p> <p>DRAWN: T.D.</p> <p>CHECKED: B.A.H.</p> <p>SCALE: AS SHOWN</p> <p>FIELD BOOK: SKETCH</p> <p>ORDER No.: 104006</p>	<p>70</p> <p style="font-size: 0.8em;">70 of 76 SHEETS</p>
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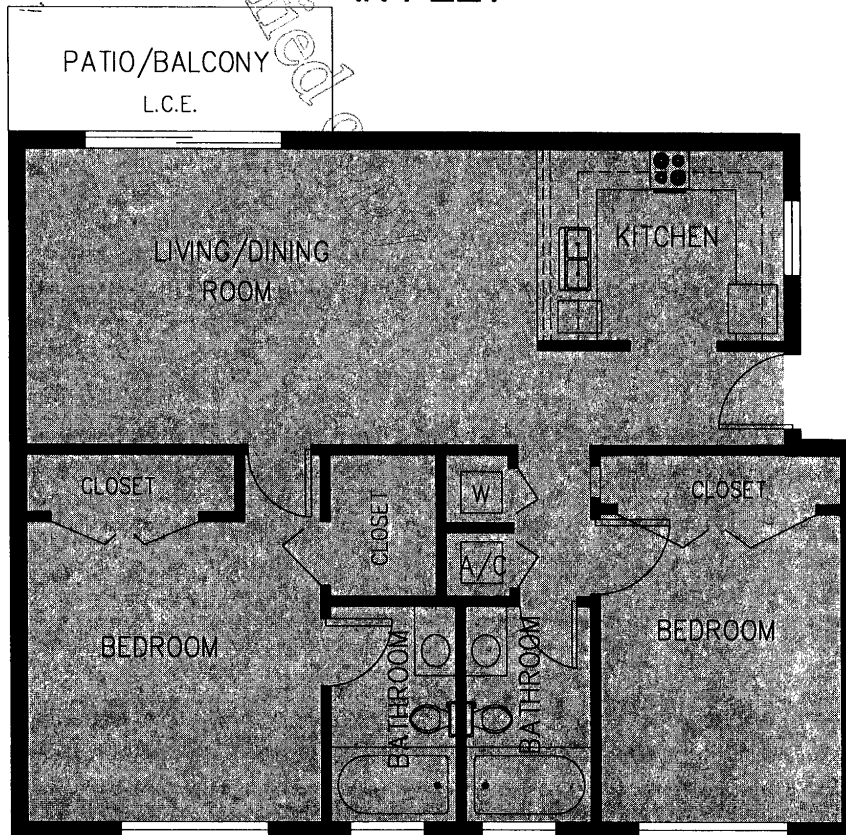
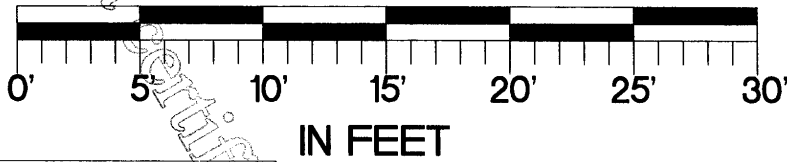
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This is not a certified drawing

# Palm Beach Grande, a Condominium

## Typical Unit

### GRAPHIC SCALE



**UNIT TYPE "II-B2"**

**ABBREVIATIONS**

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

**NOTES:**  
 - ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET, UNLESS OTHERWISE DENOTED.  
 - SOME UNITS MAY HAVE WASHING MACHINE DRYER  
 - THERE MAY BE MIRROR IMAGE OF UNIT

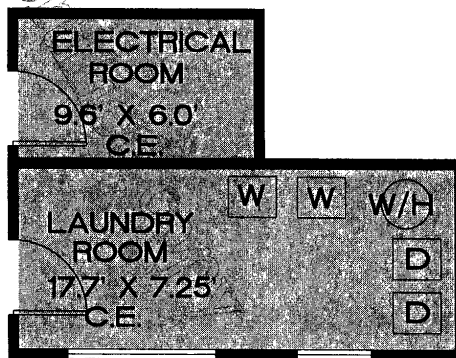
**EXHIBIT "2"**

	<p><b>Palm Beach Grande, a Condominium</b></p> <p>1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA</p>	<p>DATE: JULY 7, 2005          DRAWN: T.D.          CHECKED: B.A.H.          SCALE: AS SHOWN          FIELD BOOK: SKETCH          ORDER No: 104006</p>	<p>71</p> <p style="font-size: 8pt;">71 of 76 sheets</p>
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This is not a contract

# Palm Beach Grande, a Condominium Electrical Room and Laundry Floor Plan



### GRAPHIC SCALE



IN FEET

### ABBREVIATIONS

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

**NOTES:**  
-ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET, UNLESS OTHERWISE DENOTED.

## EXHIBIT "2"

			<b>Palm Beach Grande, a Condominium</b> 1780 WINDORAH WAY, WEST PALM BEACH, FLORIDA		DATE: JULY 7, 2005 DRAWN: T.D. CHECKED: B.A.H. SCALE: AS SHOWN FIELD BOOK: SEE/FU ORDER No: 10606	<h1>72</h1>
					72 of 76 sheets	

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# Palm Beach Grande, a Condominium

## Building Type 1 No. 1 Units Table

This is not a contract

BLDG NO.	BLDG TYPE	UNIT No.	UNIT TYPE		DESCRIPTION	FLOOR	
			I-A1	I-B2		FRST	SECOND
BLDG. NO. 1	1	1560A		1	TWO BEDROOMS / TWO BATHROOMS		
		1560B		1	TWO BEDROOMS / TWO BATHROOMS		
		1560C		1	TWO BEDROOMS / TWO BATHROOMS		
		1560D		1	TWO BEDROOMS / TWO BATHROOMS		
		1562A		1	TWO BEDROOMS / TWO BATHROOMS		
		1562B		1	TWO BEDROOMS / TWO BATHROOMS		
		1562C		1	TWO BEDROOMS / TWO BATHROOMS		
		1562D		1	TWO BEDROOMS / TWO BATHROOMS		
		1564A		1	TWO BEDROOMS / TWO BATHROOMS		
		1564B		1	TWO BEDROOMS / TWO BATHROOMS		
		1562C		1	TWO BEDROOMS / TWO BATHROOMS		
		1564D		1	ONE BEDROOM / ONE BATHROOM		
		1566A		1	TWO BEDROOMS / TWO BATHROOMS		
		1566B		1	TWO BEDROOMS / TWO BATHROOMS		
1566C		1	TWO BEDROOMS / TWO BATHROOMS				
1566D		1	TWO BEDROOMS / TWO BATHROOMS				
1560E		1	TWO BEDROOMS / TWO BATHROOMS				
1560F		1	TWO BEDROOMS / TWO BATHROOMS				
1560G		1	TWO BEDROOMS / TWO BATHROOMS				
1560H		1	TWO BEDROOMS / TWO BATHROOMS				
1562E		1	TWO BEDROOMS / TWO BATHROOMS				
1562F		1	TWO BEDROOMS / TWO BATHROOMS				
1562G		1	TWO BEDROOMS / TWO BATHROOMS				
1562H		1	TWO BEDROOMS / TWO BATHROOMS				
1564E		1	TWO BEDROOMS / TWO BATHROOMS				
1562F		1	TWO BEDROOMS / TWO BATHROOMS				
1564G		1	TWO BEDROOMS / TWO BATHROOMS				
1566H		1	TWO BEDROOMS / TWO BATHROOMS				
1566E		1	TWO BEDROOMS / TWO BATHROOMS				
1566F		1	TWO BEDROOMS / TWO BATHROOMS				
1566G		1	TWO BEDROOMS / TWO BATHROOMS				
1566H		1	TWO BEDROOMS / TWO BATHROOMS				
TOTAL		32	1	16	15	-	-

BLDG No.	UNIT TYPE		TOTAL UNITS
	I-A1	I-B2	
1	1	15	32
2	1	7	16
3	1	11	24
4	1	11	24
5	1	12	24
6	1	12	24
7	1	8	16
8	1	12	24
9	1	12	24
10	1	12	24
11	1	8	16
12	1	12	24
13	1	8	16
14	1	7	16
TOTAL	14	138	304

**ABBREVIATIONS**  
(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

**NOTE:**  
-ALL DIMENSION ARE IN FEET AND DECIMAL OF FEET  
-ALL ROOF IS COMMON ELEMENT.

**EXHIBIT "2"**

DATE	REVISIONS	BY	J.H. MANUCY, INC. <small>1000 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33304 Tel: 754-561-1111 Fax: 754-561-1112</small>	PROJECT NAME <b>Palm Beach Grande, a Condominium</b> 1700 WINDORAH WAY, WEST PALM BEACH, FLORIDA	DATE: JULY, 2000 DRAWN: T.A. CHECKED: B.A.R. SCALE: AS SHOWN PROJECT NO.: 00000000000000000000 CADD NO.: 0000	<b>73</b> 73 OF 76 SHEETS
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# Palm Beach Grande, a Condominium

## Building Type II (Nos. 2, 7, 11, 13 and 14) Units Table

This is the

BUILDING NO.	BLDG TYPE	UNIT NO.	UNIT TYPE			DESCRIPTION	FLOOR	
			1A	1B	1C		FIRST	SECOND
BLDG. No. 2	II	1540A	1			TWO BEDROOMS / TWO BATHROOMS		
		1540B	1			TWO BEDROOMS / TWO BATHROOMS		
		1540C	1			TWO BEDROOMS / TWO BATHROOMS		
		1540D	1			ONE BEDROOM/ONE BATHROOM		
		1540E	1			TWO BEDROOMS / TWO BATHROOMS		
		1540F	1			TWO BEDROOMS / TWO BATHROOMS		
		1540G	1			TWO BEDROOMS / TWO BATHROOMS		
		1540H	1			TWO BEDROOMS / TWO BATHROOMS		
		1540I	1			TWO BEDROOMS / TWO BATHROOMS		
		1540J	1			TWO BEDROOMS / TWO BATHROOMS		
		1540K	1			TWO BEDROOMS / TWO BATHROOMS		
		1540L	1			TWO BEDROOMS / TWO BATHROOMS		
TOTAL			16	1	8	7		

BUILDING NO.	BLDG TYPE	UNIT NO.	UNIT TYPE			DESCRIPTION	FLOOR	
			1A	1B	1C		FIRST	SECOND
BLDG. No. 7	II	1523A	1			TWO BEDROOMS / TWO BATHROOMS		
		1523B	1			TWO BEDROOMS / TWO BATHROOMS		
		1523C	1			TWO BEDROOMS / TWO BATHROOMS		
		1523D	1			TWO BEDROOMS / TWO BATHROOMS		
		1523E	1			TWO BEDROOMS / TWO BATHROOMS		
		1523F	1			TWO BEDROOMS / TWO BATHROOMS		
		1523G	1			TWO BEDROOMS / TWO BATHROOMS		
		1523H	1			TWO BEDROOMS / TWO BATHROOMS		
		1523I	1			TWO BEDROOMS / TWO BATHROOMS		
		1523J	1			TWO BEDROOMS / TWO BATHROOMS		
		1523K	1			TWO BEDROOMS / TWO BATHROOMS		
		1523L	1			TWO BEDROOMS / TWO BATHROOMS		
TOTAL			16	1	8	7		

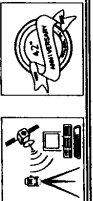
BUILDING NO.	BLDG TYPE	UNIT NO.	UNIT TYPE			DESCRIPTION	FLOOR	
			1A	1B	1C		FIRST	SECOND
BLDG. No. 11	II	1485A	1			TWO BEDROOMS / TWO BATHROOMS		
		1485B	1			TWO BEDROOMS / TWO BATHROOMS		
		1485C	1			TWO BEDROOMS / TWO BATHROOMS		
		1485D	1			TWO BEDROOMS / TWO BATHROOMS		
		1485E	1			TWO BEDROOMS / TWO BATHROOMS		
		1485F	1			ONE BEDROOM/ONE BATHROOM		
		1485G	1			TWO BEDROOMS / TWO BATHROOMS		
		1485H	1			TWO BEDROOMS / TWO BATHROOMS		
		1485I	1			TWO BEDROOMS / TWO BATHROOMS		
		1485J	1			TWO BEDROOMS / TWO BATHROOMS		
		1485K	1			TWO BEDROOMS / TWO BATHROOMS		
		1485L	1			TWO BEDROOMS / TWO BATHROOMS		
TOTAL			16	1	8	7		

BUILDING NO.	BLDG TYPE	UNIT NO.	UNIT TYPE			DESCRIPTION	FLOOR	
			1A	1B	1C		FIRST	SECOND
BLDG. No. 13	II	1445A	1			TWO BEDROOMS / TWO BATHROOMS		
		1445B	1			TWO BEDROOMS / TWO BATHROOMS		
		1445C	1			TWO BEDROOMS / TWO BATHROOMS		
		1445D	1			TWO BEDROOMS / TWO BATHROOMS		
		1445E	1			TWO BEDROOMS / TWO BATHROOMS		
		1445F	1			TWO BEDROOMS / TWO BATHROOMS		
		1445G	1			TWO BEDROOMS / TWO BATHROOMS		
		1445H	1			TWO BEDROOMS / TWO BATHROOMS		
		1445I	1			TWO BEDROOMS / TWO BATHROOMS		
		1445J	1			TWO BEDROOMS / TWO BATHROOMS		
		1445K	1			TWO BEDROOMS / TWO BATHROOMS		
		1445L	1			TWO BEDROOMS / TWO BATHROOMS		
TOTAL			16	1	8	7		

BUILDING NO.	BLDG TYPE	UNIT NO.	UNIT TYPE			DESCRIPTION	FLOOR	
			1A	1B	1C		FIRST	SECOND
BLDG. No. 14	II	1440A	1			TWO BEDROOMS / TWO BATHROOMS		
		1440B	1			TWO BEDROOMS / TWO BATHROOMS		
		1440C	1			TWO BEDROOMS / TWO BATHROOMS		
		1440D	1			TWO BEDROOMS / TWO BATHROOMS		
		1440E	1			TWO BEDROOMS / TWO BATHROOMS		
		1440F	1			TWO BEDROOMS / TWO BATHROOMS		
		1440G	1			TWO BEDROOMS / TWO BATHROOMS		
		1440H	1			TWO BEDROOMS / TWO BATHROOMS		
		1440I	1			TWO BEDROOMS / TWO BATHROOMS		
		1440J	1			TWO BEDROOMS / TWO BATHROOMS		
		1440K	1			TWO BEDROOMS / TWO BATHROOMS		
		1440L	1			TWO BEDROOMS / TWO BATHROOMS		
TOTAL			16	1	8	7		

DATE		REVISIONS

**J.H. MANUCY, INC.**  
 LICENSED ARCHITECT  
 1700 W. PALM BEACH BLVD., SUITE 200  
 WEST PALM BEACH, FLORIDA 33411  
 PHONE: (561) 832-1111  
 FAX: (561) 832-1112



PROJECT NAME  
**Palm Beach Grande, a Condominium**  
 1720 WINDORAH WAY, WEST PALM BEACH, FLORIDA

DATE: 05/17/2000	74
DRAWN: J.D.	
CHECKED: B.A.R.	
SCALE: AS SHOWN	
DESIGNED BY: J.H.M.	74 OF 76 SHEETS

EXHIBIT '2'

# Palm Beach Grande, a Condominium

Building Type III (Nos. 3, 4, 5, 6, 8, 9, 10 and 12) Units Table

BLDG NO.	FLOOR	UNIT No.	LIMIT TYPE			DESCRIPTION	FLOOR
			F-A	B-E	T-B		
BLDG No. 5	III	4800	1	1	1	TWO BEDROOMS TWO BATHROOMS	FIRST SECOND
		4801	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4802	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4803	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4804	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4805	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4806	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4807	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4808	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4809	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4810	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4811	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4812	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		4813	1	1	1	TWO BEDROOMS TWO BATHROOMS	
4814	1	1	1	TWO BEDROOMS TWO BATHROOMS			
TOTAL	24	1	12	11			

BLDG NO.	FLOOR	UNIT No.	LIMIT TYPE			DESCRIPTION	FLOOR
			F-A	B-E	T-B		
BLDG No. 3	III	1500A	1	1	1	TWO BEDROOMS TWO BATHROOMS	FIRST SECOND
		1500B	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1500C	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1500D	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1502A	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1502B	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1502C	1	1	1	ONE BEDROOM ONE BATHROOM	
		1502D	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504A	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504B	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504C	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504D	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1506E	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1506F	1	1	1	TWO BEDROOMS TWO BATHROOMS	
TOTAL	24	1	12	11			

BLDG NO.	FLOOR	UNIT No.	LIMIT TYPE			DESCRIPTION	FLOOR
			F-A	B-E	T-B		
BLDG No. 6	III	1548A	1	1	1	TWO BEDROOMS TWO BATHROOMS	FIRST SECOND
		1548B	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548C	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548D	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548E	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548F	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548G	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548H	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548I	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548J	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548K	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548L	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548M	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1548N	1	1	1	TWO BEDROOMS TWO BATHROOMS	
TOTAL	24	1	12	11			

BLDG NO.	FLOOR	UNIT No.	LIMIT TYPE			DESCRIPTION	FLOOR
			F-A	B-E	T-B		
BLDG No. 4	III	1500A	1	1	1	TWO BEDROOMS TWO BATHROOMS	FIRST SECOND
		1500B	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1500C	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1500D	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1502A	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1502B	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1502C	1	1	1	ONE BEDROOM ONE BATHROOM	
		1502D	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504A	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504B	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504C	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1504D	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1506E	1	1	1	TWO BEDROOMS TWO BATHROOMS	
		1506F	1	1	1	TWO BEDROOMS TWO BATHROOMS	
TOTAL	24	1	12	11			

DATE REVISIONS

DATE: 01/17/2005

SCALE: AS SHOWN

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 01/17/2005

SCALE: AS SHOWN

DRAWN BY: [Signature]

CHECKED BY: [Signature]

75

75 OF 76 SHEETS

J.H. MANUCK, INC.


1780 WINDSORWAY, WEST PALM BEACH, FLORIDA

Palm Beach Grande, a Condominium

CONTRACT NOTICE: ALL DRAWINGS AND SPECIFICATIONS SHOWN AND REFERRED TO HEREIN ARE THE PROPERTY OF J.H. MANUCK, INC. NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM J.H. MANUCK, INC.

EXHIBIT "2"

# Palm Beach Grande, a Condominium

Building Type  (Nos. 3, 4, 5, 6, 8, 9, 10 and 12) Units Table

**BLDG No. 10**

BLDG NO.	BLDG TYPE	UNIT No.	UNIT TYPE	UNIT TYPE		DESCRIPTION	FLOOR	
				F-1	F-2		FIRST	SECOND
		4476A	1			TWO BEDROOMS, TWO BATHROOMS		
		4476B	1			TWO BEDROOMS, TWO BATHROOMS		
		4476C	1			TWO BEDROOMS, TWO BATHROOMS		
		4476D	1			TWO BEDROOMS, TWO BATHROOMS		
		4476E	1			TWO BEDROOMS, TWO BATHROOMS		
		4476F	1			TWO BEDROOMS, TWO BATHROOMS		
		4476G	1			TWO BEDROOMS, TWO BATHROOMS		
		4476H	1			TWO BEDROOMS, TWO BATHROOMS		
		4476I	1			TWO BEDROOMS, TWO BATHROOMS		
		4476J	1			TWO BEDROOMS, TWO BATHROOMS		
		4476K	1			TWO BEDROOMS, TWO BATHROOMS		
		4476L	1			TWO BEDROOMS, TWO BATHROOMS		
		4476M	1			TWO BEDROOMS, TWO BATHROOMS		
		4476N	1			TWO BEDROOMS, TWO BATHROOMS		
		4476O	1			TWO BEDROOMS, TWO BATHROOMS		
		4476P	1			TWO BEDROOMS, TWO BATHROOMS		
		4476Q	1			TWO BEDROOMS, TWO BATHROOMS		
		4476R	1			TWO BEDROOMS, TWO BATHROOMS		
		4476S	1			TWO BEDROOMS, TWO BATHROOMS		
		4476T	1			TWO BEDROOMS, TWO BATHROOMS		
		4476U	1			TWO BEDROOMS, TWO BATHROOMS		
		4476V	1			TWO BEDROOMS, TWO BATHROOMS		
		4476W	1			TWO BEDROOMS, TWO BATHROOMS		
		4476X	1			TWO BEDROOMS, TWO BATHROOMS		
		4476Y	1			TWO BEDROOMS, TWO BATHROOMS		
		4476Z	1			TWO BEDROOMS, TWO BATHROOMS		
		TOTAL 24	1	12	11			

**BLDG No. 8**

BLDG NO.	BLDG TYPE	UNIT No.	UNIT TYPE	UNIT TYPE		DESCRIPTION	FLOOR	
				F-1	F-2		FIRST	SECOND
		8176A	1			TWO BEDROOMS, TWO BATHROOMS		
		8176B	1			TWO BEDROOMS, TWO BATHROOMS		
		8176C	1			TWO BEDROOMS, TWO BATHROOMS		
		8176D	1			TWO BEDROOMS, TWO BATHROOMS		
		8176E	1			TWO BEDROOMS, TWO BATHROOMS		
		8176F	1			TWO BEDROOMS, TWO BATHROOMS		
		8176G	1			TWO BEDROOMS, TWO BATHROOMS		
		8176H	1			TWO BEDROOMS, TWO BATHROOMS		
		8176I	1			TWO BEDROOMS, TWO BATHROOMS		
		8176J	1			TWO BEDROOMS, TWO BATHROOMS		
		8176K	1			TWO BEDROOMS, TWO BATHROOMS		
		8176L	1			TWO BEDROOMS, TWO BATHROOMS		
		8176M	1			TWO BEDROOMS, TWO BATHROOMS		
		8176N	1			TWO BEDROOMS, TWO BATHROOMS		
		8176O	1			TWO BEDROOMS, TWO BATHROOMS		
		8176P	1			TWO BEDROOMS, TWO BATHROOMS		
		8176Q	1			TWO BEDROOMS, TWO BATHROOMS		
		8176R	1			TWO BEDROOMS, TWO BATHROOMS		
		8176S	1			TWO BEDROOMS, TWO BATHROOMS		
		8176T	1			TWO BEDROOMS, TWO BATHROOMS		
		8176U	1			TWO BEDROOMS, TWO BATHROOMS		
		8176V	1			TWO BEDROOMS, TWO BATHROOMS		
		8176W	1			TWO BEDROOMS, TWO BATHROOMS		
		8176X	1			TWO BEDROOMS, TWO BATHROOMS		
		8176Y	1			TWO BEDROOMS, TWO BATHROOMS		
		8176Z	1			TWO BEDROOMS, TWO BATHROOMS		
		TOTAL 24	1	12	11			

**BLDG No. 12**

BLDG NO.	BLDG TYPE	UNIT No.	UNIT TYPE	UNIT TYPE		DESCRIPTION	FLOOR	
				F-1	F-2		FIRST	SECOND
		14576A	1			TWO BEDROOMS, TWO BATHROOMS		
		14576B	1			TWO BEDROOMS, TWO BATHROOMS		
		14576C	1			TWO BEDROOMS, TWO BATHROOMS		
		14576D	1			TWO BEDROOMS, TWO BATHROOMS		
		14576E	1			TWO BEDROOMS, TWO BATHROOMS		
		14576F	1			TWO BEDROOMS, TWO BATHROOMS		
		14576G	1			TWO BEDROOMS, TWO BATHROOMS		
		14576H	1			TWO BEDROOMS, TWO BATHROOMS		
		14576I	1			TWO BEDROOMS, TWO BATHROOMS		
		14576J	1			TWO BEDROOMS, TWO BATHROOMS		
		14576K	1			TWO BEDROOMS, TWO BATHROOMS		
		14576L	1			TWO BEDROOMS, TWO BATHROOMS		
		14576M	1			TWO BEDROOMS, TWO BATHROOMS		
		14576N	1			TWO BEDROOMS, TWO BATHROOMS		
		14576O	1			TWO BEDROOMS, TWO BATHROOMS		
		14576P	1			TWO BEDROOMS, TWO BATHROOMS		
		14576Q	1			TWO BEDROOMS, TWO BATHROOMS		
		14576R	1			TWO BEDROOMS, TWO BATHROOMS		
		14576S	1			TWO BEDROOMS, TWO BATHROOMS		
		14576T	1			TWO BEDROOMS, TWO BATHROOMS		
		14576U	1			TWO BEDROOMS, TWO BATHROOMS		
		14576V	1			TWO BEDROOMS, TWO BATHROOMS		
		14576W	1			TWO BEDROOMS, TWO BATHROOMS		
		14576X	1			TWO BEDROOMS, TWO BATHROOMS		
		14576Y	1			TWO BEDROOMS, TWO BATHROOMS		
		14576Z	1			TWO BEDROOMS, TWO BATHROOMS		
		TOTAL 24	1	12	11			

**BLDG No. 9**

BLDG NO.	BLDG TYPE	UNIT No.	UNIT TYPE	UNIT TYPE		DESCRIPTION	FLOOR	
				F-1	F-2		FIRST	SECOND
		14577A	1			TWO BEDROOMS, TWO BATHROOMS		
		14577B	1			TWO BEDROOMS, TWO BATHROOMS		
		14577C	1			TWO BEDROOMS, TWO BATHROOMS		
		14577D	1			TWO BEDROOMS, TWO BATHROOMS		
		14577E	1			TWO BEDROOMS, TWO BATHROOMS		
		14577F	1			TWO BEDROOMS, TWO BATHROOMS		
		14577G	1			TWO BEDROOMS, TWO BATHROOMS		
		14577H	1			TWO BEDROOMS, TWO BATHROOMS		
		14577I	1			TWO BEDROOMS, TWO BATHROOMS		
		14577J	1			TWO BEDROOMS, TWO BATHROOMS		
		14577K	1			TWO BEDROOMS, TWO BATHROOMS		
		14577L	1			TWO BEDROOMS, TWO BATHROOMS		
		14577M	1			TWO BEDROOMS, TWO BATHROOMS		
		14577N	1			TWO BEDROOMS, TWO BATHROOMS		
		14577O	1			TWO BEDROOMS, TWO BATHROOMS		
		14577P	1			TWO BEDROOMS, TWO BATHROOMS		
		14577Q	1			TWO BEDROOMS, TWO BATHROOMS		
		14577R	1			TWO BEDROOMS, TWO BATHROOMS		
		14577S	1			TWO BEDROOMS, TWO BATHROOMS		
		14577T	1			TWO BEDROOMS, TWO BATHROOMS		
		14577U	1			TWO BEDROOMS, TWO BATHROOMS		
		14577V	1			TWO BEDROOMS, TWO BATHROOMS		
		14577W	1			TWO BEDROOMS, TWO BATHROOMS		
		14577X	1			TWO BEDROOMS, TWO BATHROOMS		
		14577Y	1			TWO BEDROOMS, TWO BATHROOMS		
		14577Z	1			TWO BEDROOMS, TWO BATHROOMS		
		TOTAL 24	1	12	11			

DATE REVISIONS

BY

**J.H. MANUCY, INC.**  
 1780 WINDSORWAY, WY. #31 PALM BEACH, FLORIDA

PROJECT NAME: **Palm Beach Grande, a Condominium**

DATE: MAY 17, 2005  
 SCALE: AS SHOWN  
 SHEET NO. 76 OF 76 SHEETS

This is not a contract

EXHIBIT "2"

**EXHIBIT "3" TO DECLARATION OF  
PALM BEACH GRANDE, A CONDOMINIUM**

**SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP  
OF COMMON ELEMENTS AND COMMON SURPLUS  
AND OF SHARING OF COMMON EXPENSES  
BASED ON SQUARE FOOTAGE OF EACH UNIT  
IN RELATION TO THE TOTAL SQUARE FOOTAGE OF ALL UNITS**

<b>Unit Type</b>	<b>Percentage Share</b>
I - A1	.2514%
I - B2	.3327%
II - B-2	.3327%

*This is not a certified copy*



**EXHIBIT "4" TO DECLARATION OF  
PALM BEACH GRANDE, A CONDOMINIUM**

**BY-LAWS OF CONDOMINIUM ASSOCIATION**

*This is not a certified copy*

BY-LAWS

OF

PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized  
under the laws of the State of Florida

1. Identity. These are the By-Laws of PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC. (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Palm Beach County, Florida, and known as PALM BEACH GRANDE, A CONDOMINIUM (the "**Condominium**").

1.1 Principal Office. The principal office of the Association shall be at the location of the Condominium or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meetings. The annual members meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.2 Special Meetings. Special members meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to participate in the annual and special meetings of the Unit Owners with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting may do so provided that the owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all unit owners

speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions:

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 48 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

(e) The Association is entitled to a copy (at the expense of the Association) of the audio or video taping.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Unit Owner, unless the Unit owner waives in writing, the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice, which notice must include an agenda, shall be effected not less than fourteen (14) days, nor more than thirty-four (34) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property or Association Property upon which all notices of members meetings shall be posted; however, if there is no Condominium Property or Association Property upon which notices can be posted, this requirement shall not apply. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representatives) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer or agent of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members meetings shall be attained by the presence, either in person or by proxy, of no less than 33 1/3% of the total Voting Interest of the Association Members.

### 3.6 Voting.

(a) Number of Votes. In any meeting of members, each Unit shall be entitled to one vote. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles

or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit owners" and "majority of the members" shall mean a majority of the votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit owners at which a quorum shall have been attained. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.7 Proxies. Votes may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes taken to waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. No proxy, limited or general, shall be used in the election of Board members, unless it is an election to fill a vacancy on the Board previously occupied by a board member that was elected by Unit Owners other than the Developer. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be deemed valid for the newly scheduled meeting unless revoked for any reason by the member who granted the proxy.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members meetings, and, if applicable, at other members meetings, shall be:

- (a) Collection of election ballots;

- (b) Call to order by President;
- (c) Appointment by the President of a chairman of the meeting (who need not be a member, officer or a director);
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading of minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of Directors to be elected;
- (j) Election of Directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

#### 4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, but must be an odd number, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of the

Developer, must be Unit Owners who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days prior to the scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election meeting to all Unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association shall have no liability for the contents of the information sheets prepared by the candidates.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board, in general elections or elections to fill vacancies caused by, resignation or otherwise, except that when a majority of the Board is recalled at a meeting, limited proxies may be used to elect replacement board members at the election called at said meeting. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting. Notwithstanding the provisions of this Section 4.2, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board. Notwithstanding the provisions of this Section 4.2 or Section 3.7, the Association may, by the affirmative vote of a majority of the total voting interests of the Association, provide for different voting and election procedures in the By-Laws, which vote may be by a proxy specifically delineating the different voting and election procedures and may provide for elections to be conducted by limited or general proxy.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Subject to the provisions of Section 718.112 (2) (j), Florida Statutes, any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members) or by written agreement signed by a majority of the owners of all Units. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the

affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, 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 has taken office, or until he is removed in the manner elsewhere provided. In the event that the number of directors is increased as permitted herein, by vote of a majority of the membership, staggered terms for such directors may be established. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed with at least three (3) days prior notice of the meeting, and no further notice to the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. 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, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice of meeting may be taken up on an emergency basis by at least a majority of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property or Association Property upon which all notices of Board and/or Committee meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each Unit.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or as required by the Act. The provisions of Section 4.6 shall otherwise apply with respect to the Special Meetings.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened.

4.9 Quorum. A quorum at Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.12 Presiding officer. The presiding officer at the Directors meetings shall be the President who may, however, designate any other person (whether or not a Unit Owner).

4.13 Order of Business. If a quorum has been attained, the order of business at Directors meetings shall be:

1. Proof of due notice of meeting;
2. Reading and disposal of any unapproved minutes;
3. Reports of officers and committees;
4. Election of officers;
5. Unfinished business;
6. New business;
7. Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.



4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of the Declaration creating Phase I of the Condominium whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days notice is given to Unit Owners of Developer's decision to cause certain of its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

On the date that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association simultaneously with the transfer of control, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the condominium:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the By-Laws of the Association.

(d) The minute books, including all minutes, and other books and records of the Association.

(e) Any rules and regulations which have been adopted.

(f) Resignations of resigning officers and Board members who were appointed by the Developer.

(g) Within ninety (90) days after turnover, the financial records, including financial statements of the association, and source documents since the incorporation of the association through the date of the turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be an audit from incorporation of the Association or from the period covered by the last audit. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements

and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the developer was charged and paid the proper amounts of assessments.

- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of the Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) Insurance policies.
- (l) Copies of any certificates of occupancy which may have been issued for the Condominium Property.
- (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (p) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (r) All other contracts to which the Association is a party.
- (s) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) , the following:

- (a) Operating and maintaining the Common Elements.

(b) Determining the expenses required for the operation of the Condominium and the Association.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring units or other property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium Property.

(k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing before a committee of other Unit Owners to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a unit. If the committee of Unit Owners does not agree with the file at the above-referenced hearing, then no fine shall be levied.

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such

portion thereof as his interest in his Common Elements bears to the interest of all the Unit owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.

(p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings (and imposing reasonable charges for such private use).

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the lease or sublease of Units or an assignment of a lease or sublease not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

(u) Responding to complaints of Unit Owners in accordance with all requirements of applicable law.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year after the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of any condominium operated by the Association in the aggregate that exceeds five percent (5%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, the following contracts are not subject to the competitive bid requirements of this Section 5.2:

(a) contracts with employees of the Association and contracts for attorneys', accountants', architects', engineering, community association manager, and landscape architects' services;

(b) any renewal of a contract awarded under the competitive bid procedures of this Section 5.2, provided that the contract contains a provision that allows the Board to cancel the contract on thirty (30) days' notice; and

(c) contracts for materials, equipment or services provided under a local government franchise agreement by a franchise holder.

Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the

County. To the extent permitted by law, the Association may opt out of the provisions of this Section 5.2.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership trust Unit Owners.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving 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 shall affix it to instruments requiring the 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 the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Fiduciary Duty. The officers and directors of the Association have a fiduciary relationship to the Unit Owners. An officer, director or manager may not solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly solicits, offers to accept or accepts any thing or service of a value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a

later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves for one or both of the first two (2) fiscal years of operation of the Association, after which time, reserves may only be waived or reduced upon the vote of a majority of non-Developer voting interests present at a duly called meeting of the Association. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners (i.e., 10% of the voting interests in the Association) received by the Board of Directors within twenty-one (21) days of the date that the Board adopted the budget being challenged, a special meeting of the Unit Owners shall be held within sixty (60) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least fourteen (14) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require an approval of Owners of not less than a majority of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute

budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (15%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (15%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter, i.e. January 1, April 1, July 1 and October 1 (or each month at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and quarterly (or monthly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full quarters (or months) of the fiscal year left as of the date of such amended Assessments, each such quarterly (or monthly) installment to be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial quarter (or month) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments. Special Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. Reserve and operating funds of the Association may not be commingled.

10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may

accelerate the remainder of the Assessments due for the budget year in which the claim of lien was filed upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the Assessments for the next twelve (12) months shall be due upon the date the claim of lien is filed.

10.6 Fidelity Bonds. Fidelity bonds of at least the maximum funds that will be in the custody of the Association or its management agent shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Cost for recreation facilities;
- (d) Expenses for refuse collection and utility services;
- (e) Expenses for lawn care;
- (f) Cost for building maintenance and repair;
- (g) Insurance costs and taxes;
- (h) Administrative and salary expenses; and
- (i) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such Information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.



12. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons participating in said meeting.

13. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

13.1 Notice. The full text of any proposed amendment, in the format set forth in Section 718.112(2)(h)(2), Florida Statutes, shall be included in the notice of a meeting at which a proposed amendment is to be considered.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 75% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the county. No by-law shall be revised or amended by reference to its title alone. Proposals to amend existing by-laws shall contain the full text of the by-law to be amended, new words should be added to the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the amendment, it is not necessary to use underlining and hyphens, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by-law. See by-law . . . for present text".

14. Rules and Regulations. Attached as Exhibit "6" to the Declaration are initial Rules and Regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

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

(a) 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 7 years.

(g) A current roster of all Unit Owners, their mailing Unit identifications, voting certifications, email addresses if the Unit Owner elects to receive notices via email, and if known, telephone numbers;

(h) All current insurance policies of the Association and the Condominium;

(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 for all property owned by the Association;

(k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:

(l) Accurate, itemized, and detailed records for all receipts and expenditures.

1. 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.

2. All audits, reviews, accounting statements, and financial reports of the Association or Condominium (as may otherwise be required herein).

3. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

(m) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of 1 year from the date of the meeting to which the documents relates;

(n) All rental records where the Association is acting as agent for the rental of Units.

(o) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually.

The official records of the Association shall be maintained in the county in which the Condominium is located. The records of the Association shall be made available to a Unit Owner within ten (10) working days after receipt of written request by the Board or its designee, which 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.

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 Association member. The Association may adopt reasonable rules regarding the 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. 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. 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, to ensure their availability to Unit owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

Notwithstanding the foregoing, the following records shall not be accessible to Unit Owners:

1. A record which was prepared by the 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.
2. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.
3. Any medical records of any Unit Owner that is obtained by or given to the Association for any reason.

18. Written Inquiries. When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice

has been requested from the division. If the board requests advice from the division, the board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

19. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Condominium Units to the applicable fire and safety code.

20. Conveyances to Condemning Authorities. The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

21. Disputes. Prior to the institution of court litigation, as said term is defined in Section 718.1255(1) Florida Statutes, a party to a "dispute," shall petition the Division of Condominiums for non-binding arbitration in accordance with Section 718.1255(4), Florida Statutes.

22. Inclusion of Florida Law. Notwithstanding anything to the contrary set forth in these By-Laws, all provisions of Florida Statutes Section 718.112(a) – (m), existing as of the date hereof, which may not be expressly set forth herein, are deemed to be included in these By-Laws.

The foregoing was adopted as the By-Laws of PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 4<sup>th</sup> day of May 2006.

**EXHIBIT "5" TO DECLARATION OF  
PALM BEACH GRANDE, A CONDOMINIUM**

**ARTICLES OF INCORPORATION OF CONDOMINIUM ASSOCIATION**

*This is not a certified copy*



April 28, 2006

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC.  
1780 WINDORAH WAY  
WEST PALM BEACH, FL 33411

The Articles of Incorporation for PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC. were filed on April 27, 2006, and assigned document number N06000004670. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000116337.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Doris Brown  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 606A00029740

P.O BOX 6327 - Tallahassee, Florida 32314

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on April 27, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000116337. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000004670.

Authentication Code: 606A00029740-042806-N06000004670-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-eighth day of April, 2006



*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

**ARTICLES OF INCORPORATION FOR  
PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME**

The name of the corporation shall be **PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," and the By-Laws of the Association as the "**By-Laws**". The principal office and mailing address of the Association shall be 1780 Windorah Way, West Palm Beach, Florida 33411, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 2  
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida condominium Act as it exists on the date hereof (the "**Act**") for the operation of that certain condominium located in Palm Beach County, Florida, and known as **PALM BEACH GRANDE, A CONDOMINIUM** (the "**Condominium**").

**ARTICLE 3  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4  
POWERS**

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:



((H06000116337 3))

(a) To make and collect Assessments (including Special Assessments) and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments (including Special Assessments), preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

(j) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such owner's agent and attorney-in-fact to execute, any and all such documents or consents.

4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall

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be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

**ARTICLE 5**  
**MEMBERS**

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special Meetings of members other than the annual meeting.

**ARTICLE 6**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE 7**  
**INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

NAME	David Shear
ADDRESS	c/o Fieldstone Lester Shear & Denberg, LLP 201 Alhambra Circle, Suite 601 Coral Gables, Florida 33134

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**ARTICLE 8  
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

- President: Tomas Cabrerizo  
6351 Sunset Drive  
Miami, Florida 33143
- Vice President/Secretary: Jim Kennedy  
6351 Sunset Drive  
Miami, Florida 33143
- Treasurer: Ivan Fuentes  
6351 Sunset Drive  
Miami, Florida 33143

**ARTICLE 9  
DIRECTORS**

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors, other than designee of the Developer, must be members of the Association.

9.2 Duties and Powers. All of the duties and powers of the Association Existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

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Tomas Cabrerizo  
6351 Sunset Drive  
Miami, Florida 33143

Jim Kennedy  
6351 Sunset Drive  
Miami, Florida 33143

Ivan Fuentes  
6351 Sunset Drive  
Miami, Florida 33143

9.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under Similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in Question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

**ARTICLE 10**  
**INDEMNIFICATION**

10.1 Indemnity. The Association shall indemnify any person who was or is a party to any proceeding by reason of the fact that he is or was a director, employee, officer, agent or committee member (each, an "**Indemnitee**") of the Association, against liability incurred by him in connection with such proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such

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indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.3 Expenses. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any proceeding referred to in Section 10.1 or 10.2, above, or in defense of any claim, issue or matter therein; he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

10.4 Advancing Expenses. Expenses incurred by an officer or director in Defending a civil or criminal proceeding shall be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the affected director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association as authorized in this Article 10. Expenses incurred by other Indemnitees may be paid in advance upon such terms and conditions as the Board deems appropriate.

10.5 Determination of Applicability. Any indemnification under subsection 10.1 or subsection 10.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 10.1 or subsection 10.2. Such determination shall be made:

(a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such Proceeding;

(b) If such a quorum is not obtainable or, even if obtainable by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) selected by the Board of Directors prescribed in Paragraph (a) or the committee prescribed in subparagraph (b); or

(ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

(d) By a majority of the voting interests of the members) of the Association who were not parties to such proceeding.

10.6 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by

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independent legal counsel, persons specified by paragraph 10.1(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise. However, indemnification shall not be made to or on behalf of, and all advanced expenses shall be repaid by any Indemnitee if a judgment, or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (a) a violation of the criminal law, unless the Indemnitee had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (b) a transaction from which the director, officer, employee or agent derived an improper personal benefit; or (c) willful misconduct or a conscious disregard for the best interest of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor. The indemnification and advancement of expenses provided by this Article shall continue, unless otherwise provided when authorized or ratified, as to a person who has ceased to be a director, officer, employee, agent or committee member and shall inure to the benefit of the heirs and personal representatives of such person, unless otherwise provided when authorized or ratified.

10.8 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Indemnitee of the Association, or is or was serving, at the request of the Association, as a director, officer, employee, agent or committee member of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.9 Alternative Relief. Despite any contrary determination of the Board of Directors to provide indemnification in any particular case, an Indemnitee of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

10.10 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.11 Definitions. For purposes of this Article 10, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

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10.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any Indemnitee who has not given his prior written consent to such amendment.

**ARTICLE 11**  
**BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

**ARTICLE 12**  
**AMENDMENTS**

Amendments to the Articles shall be proposed and adopted in the following manners:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida.

12.6 Conflicts. In the event of any conflict between the provisions of these Articles and the Declaration and/or the By-Laws, the Declaration shall have priority over these Articles and these Articles shall have priority over the By-Laws.

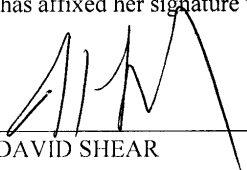
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**ARTICLE 13**  
**INITIAL REGISTERED OFFICE;**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at Fieldstone Lester Shear & Denberg, LLP, 201 Alhambra Circle, Suite 601, Coral Gables, Florida 33134 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be David Shear.

**IN WITNESS WHEREOF** the Incorporator has affixed her signature the day and year set forth below.

  
\_\_\_\_\_  
DAVID SHEAR

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**CERTIFICATE OF DESIGNATION**  
**REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the state of Florida.

The name of the corporation is:

PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

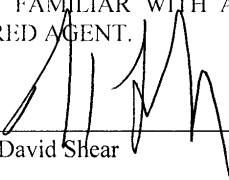
David Shear  
201 Alhambra Circle  
Suite 601  
Coral Gables, Florida 33134

  
\_\_\_\_\_  
David Shear

Title: Incorporator

Date: April 27, 2006

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
\_\_\_\_\_  
David Shear

Date: April 27, 2006

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**EXHIBIT "6" TO DECLARATION OF  
PALM BEACH GRANDE, A CONDOMINIUM**

**RULES AND REGULATIONS**

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**RULES AND REGULATIONS FOR  
PALM BEACH GRANDE, A CONDOMINIUM**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Common Elements; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.

2. The personal property of Unit Owners and occupants must be stored in their respective Units.

3. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.

4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.

5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

7. No repair of vehicles shall be made on the Condominium Property.

8. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Condominium or Association property, except signs used or approved by the Developer or the Board of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

10. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be white or off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

11. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

12. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with

these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

13. No pets may be left unattended anywhere within the Common Elements of the Condominium. Further, no pets may be within the Common Elements of the Condominium, unless they are on a leash, which is a maximum of six (6) feet long. No pets are allowed on the pool deck, even with a leash.

14. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. A committee of other Unit Owners shall also be present in addition to the Board of Directors in order for the committee to review the infraction and penalty.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

15. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.