

THIS INSTRUMENT WAS PREPARED BY JOHN F. FLOWIN 60456 DECLARATION OF CONDOMINIUM

P.O. Box 431 (NAME) of SEMINOLE COLONY, a condominium

PALM BEACH, FLORIDA (ADDRESS)

(CITY AND STATE) MADE this 19 day of DECEMBER, 1968, by HAWKSBILL CORPORATION, a Florida corporation, called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declaration:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1967, hereinafter called The Condominium Act.

1.1 NAME. The name by which this condominium is to be identified is SEMINOLE COLONY, a condominium.

1.2 THE LAND. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are those lands, located in Palm Beach County, Florida, as are described in Exhibit "A" attached hereto and hereby made a part hereof, which lands are called "the land".

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in The Condominium Act (Chapter 711, Florida Statutes, 1967), the provisions of which Act are incorporated by reference herein, and as follows unless the context otherwise requires:

2.1 Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may from time to time be amended.

2.2 Association or Corporation means SEMINOLE COLONY, INC., a Non-profit Corporation, being the entity responsible for the operation of the Condominium.

2.3 Bylaws means the Bylaws of SEMINOLE COLONY, INC. as they exist from time to time.

2.4 Common Elements, means the portions of the Condominium property not included in the Units.

2.5 Limited Common Elements means and includes those common elements which are reserved for the use of certain units, to the exclusion of all other units.

2.6 Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

2.7 Condominium Act means and refers to The Condominium Act, Chapter 711, Florida Statutes, 1967, as same may be amended from time to time.

2.8 Common Expenses means the expenses for which the unit owners are liable to the Association.

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2.9 Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expense.

2.10 Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the condominium.

2.11 Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

2.12 Condominium Parcel means a unit, together with the undivided share of the common elements, which is appurtenant to the unit.

2.13 Condominium Unit, or Unit, means a part of the condominium property which is to be subject to private ownership.

2.14 Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a condominium parcel.

2.15 Developer means HAWKBILL CORPORATION, a Florida Corporation, its successors and assigns.

2.16 Institutional Mortgagee means a Bank, Savings & Loan Association, Insurance Company, or Union Pension Fund, authorized to do business in the State of Florida, or an Agency of the United States Government.

2.17 Occupant means the person or persons, other than the Unit Owner, in possession of a unit.

2.18 Condominium Documents means this Declaration, the Bylaws and all Exhibits annexed hereto as the same from time to time may be amended.

2.19 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.20 Unless the context otherwise required, all other terms used in this Declaration shall be assumed to have the meaning attributed to said terms by Section 3 of The Condominium Act.

3. IDENTIFICATION OF UNITS. The condominium property consists of 136 units in all as shown in the attached survey and plot plan marked Exhibit "B: and made a part hereof. For the purpose of identification all units on the condominium property are given identifying numbers, and delineated by such numbers on the attached survey exhibits. No unit bears the same identifying number as any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit "B" contains a survey of the land, a plot plan and, together with this Declaration, they are sufficiently detailed to identify the locations, dimensions and size of the common elements and of each unit, as evidenced by the

certificate of the registered land surveyor attached thereto. The legend and notes contained upon said Exhibit "B" are incorporated herein and are made a part hereof by reference.

Provided that until each lot or parcel, subject to private ownership, has been prepared for occupancy, or sold by the Developer, or has been rented, said parcel shall not be deemed to have been submitted to this Declaration; however, the happening of any of the above prerequisites automatically makes said parcel a part of this condominium without further action.

4. OWNERSHIP OF COMMON ELEMENTS. Each of the unit owners of the condominium shall own an undivided 136th interest in the common elements and limited common elements.

The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term - "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically provides or requires.

These common elements include, but are not limited to the following: the roads within the condominium property (excepting state or federal roads), pathways, as shown on the condominium subdivision plat, recreational facilities in recreation areas, service facilities located in common use areas, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the owners of the lots.

5. COMMON EXPENSES AND COMMON SURPLUS. Each unit owner shall be liable for a proportionate share of the common expenses of the condominium, such share being the same as his undivided share in the common and limited common elements. The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the condominium parcels, their location or the square footage included in each condominium unit.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common and limited common elements.

6. VOTING RIGHTS. There shall be one person with regard to each unit ownership, who shall be entitled to vote at any meeting of the unit owners - such person shall be known (and is hereinafter referred to) as a "voting member".

If a unit is owned by more than one person, the owners of said unit shall designate one of them as a voting member, or in the case of a corporate unit ownership, an officer or an employee thereof shall be designated the voting member. The

designation of the voting member shall be made as provided by, and subject to, the provisions and restrictions set forth in the Bylaws of the Association. The total number of votes shall be equal to the total number of units in the condominium, as declared as of that date, and each condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two condominium parcels, he shall have two votes. The vote of a condominium unit is not divisible.

Unit ownership, for the purposes of voting rights, is defined as ownership in fee title; however, should a person acquire the unexpired term of a ninety-nine year leasehold interest in and to a unit, said Lessee shall be entitled to the voting rights for said unit.

7. METHOD OF AMENDMENT OF DECLARATION. This Declaration may be amended at any regular or special meeting of the unit owners of this condominium, called and convened in accordance with the Bylaws, by the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association.

All Amendments shall be recorded and certified as required by The Condominium Act. No Amendment shall change any condominium parcel nor a condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights of any Lessor's interest under any lease.

8. BYLAWS. The operation of the condominium property shall be governed by the Bylaws which are set forth in a document entitled "Bylaws of Seminole Colony, Inc.", copy of which is attached hereto, marked Exhibit "C" and made a part hereof.

No modification of or Amendment to the Bylaws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment of this Declaration. The Bylaws may be amended in the manner provided for therein, but no Amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s).

9. OPERATING ENTITY. The name of the Association responsible for the operation of the condominium is "SEMINOLE COLONY, INC.", said corporation is a non-profit Florida corporation, organized and existing pursuant to The Condominium Act. This Association shall have all of the powers and duties granted to or imposed upon it by this Declaration, the Bylaws of the Association, and its Articles of Incorporation, a copy of which Articles of Incorporation are attached hereto, marked Exhibit "D" and hereby made a part hereof.

Every owner of a condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, and shall be bound by the Bylaws of said Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

10. ASSESSMENTS. The Association through its Board of Directors shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the condominium property, and such other assessments as are specifically provided for in this Declaration and the Bylaws attached hereto. The procedure for the determination of such assessments shall be as set forth in the Bylaws of the Association.

The common expenses shall be assessed against each condominium parcel owner, as provided in Article 5 of this Declaration.

Assessments unpaid for over fifteen (15) days after due date, shall bear interest at the rate of ten percent (10%) per annum, from due date until paid, and, at the sole discretion of the Board of Directors, a late charge of \$5.00 shall be due and payable thereon.

The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest and late charges thereon, against the unit owner of such condominium parcel, together with a lien on all tangible personal property located upon said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of a unit owner on payment of his obligation.

The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by The Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

The Association shall have the right, in lieu of foreclosure, if it deems it prudent, to take possession of the said condominium unit and offer the same for rental. From the proceeds of such rental, if any, the Association shall credit the income therefrom to the arrearages, costs of renting, and in payment of the lien established by the default of the said condominium owner. The Association shall likewise, if necessary, in order to carry out this right of rental, remove any mobile homes in place on such condominium parcel and place the same in storage.

all without liability to the owner. The selection of this mode of procedure in payment of the lien established by said arrearages and delinquencies shall not be exclusive, and the Association may, at any time, proceed in foreclosure should they deem the same necessary, or expedient, or prudent, and no question of judgment may be raised, as this right of renting is an absolute right and a part of this declaration.

Any person who acquired an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

11. SALE OR RENTAL OF CONDOMINIUM UNITS. The Developer has undertaken, or will undertake, an advertising program to promote the sale and rental of units owned by it. No restrictions are placed herein on the Developer on the rental or sale of any condominium unit.

12. INSURANCE PROVISIONS.

12.1 Liability Insurance. The Board of Directors of the Association shall obtain Public Liability and Property Damage insurance covering all of the common elements and the condominium units, and insuring the Association and the unit owners in their respective interests, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$250,000/500,000/10,000. Said insurance shall include but is not limited to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

12.2 Casualty Insurance.

12.21 Purchase of Insurance. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance insuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration shall be responsible companies authorized to do business in the State of Florida.

12.22 Loss Payable Provision. All policies purchased by the Association shall be for the benefit of the Association, unit owners and mortgagees as their interests may appear.

12.23 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction for which the fund is established, such balance shall be distributed to the Association's General Fund.

12.24 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements or according to plans approved by the Board of Directors of the Association which approval shall not be unreasonably withheld.

12.25 Workmen's Compensation Policy. The Association shall purchase a workmen's compensation policy to meet the requirements of law.

12.26 Miscellaneous Insurance. The Association shall purchase such other insurance as the Board of Directors shall from time to time deem desirable. In addition, each unit owner shall be individually responsible for purchasing at his own expense, any additional liability insurance he may deem necessary to cover accidents upon his own unit and for purchasing insurance on his own personal property.

13. USE AND OCCUPANCY.

13.1 All lots, parcels or units in the condominium property are hereby designated as MOBILE HOME SITES. It is the intention of the Developer that only modern mobile homes designed as permanent or semi-permanent living quarters be located or placed on any mobile home site. Camping trailers, tent type folding trailers, pick-up campers, tents and the like are specifically EXCLUDED. Permanent and semi-permanent structures may be erected if affixed to a mobile home AND if approved as hereinafter provided. Before any mobile home, permanent or semi-permanent structure, fence, or antenna may be erected or placed on any mobile home site, plans, specifications, and the location of the same on the mobile home site must first be approved by the Board of Directors of the Association. Each said mobile home or facility approved shall thereafter be inspected and approved annually as to condition; if any such mobile home or facility fails to pass an annual inspection and the unit owner fails to correct the specified defects within thirty (30) days after having been given written notice by the Association of his failure to pass said inspection, said mobile home or facility shall be deemed to be in violation of these restrictions and covenants and such remedies as are herein specified or are specified by law shall be available to the Association and to other unit owners.

13.2 Easements for the installation and maintenance of utility services are reserved on the plat of the condominium property and it is understood that such easements may be used by the Developer and/or its assigns for such installation and maintenance, as the case might be.

13.3 No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts

of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist.

13.4 No commercial activity of any kind whatsoever shall be conducted on, or from any mobile home site in the condominium. However, the foregoing shall not prevent the Association from designating certain areas in the condominium for commercial use.

13.5 The condominium association formed shall levy and collect a reasonably monthly assessment against the owners of each mobile home site sufficient to cover each mobile home site's proportionate share of the actual cost of operating and maintaining all common use property and facilities, providing water, electricity and garbage disposal service, sewage service, general maintenance and carrying out of its duties hereunder as "management". Likewise, the Association shall include in the assessment so made the sum adequate to pay all real property taxes on the condominium parcel as well as the common elements. The collection of these sums shall be provided for in an adequate manner to assure the maintenance necessary.

13.6 These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all mobile home sites shown on the plat or plats hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators, and assigns, and if said owners or any of them, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such mobile home site in the condominium property to prosecute any proceeding at law against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation including costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

13.7 The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.

13.8 No person shall use the common elements or any part thereof, or a condominium unit or the condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

14. MAINTENANCE AND ALTERATIONS.

14.1 The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium corporations in contracting with the same

firm, person or corporation for maintenance and repair.

14.2 Except as hereinabove provided there shall be no material alteration or substantial addition to the common or limited common elements unless the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose; provided the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions, as aforesaid, are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the unit owners, exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less the approval of all but one shall be required.

15. TERMINATION. This condominium may be voluntarily terminated in the manner provided for in The Condominium Act at any time.

16. MISCELLANEOUS PROVISIONS.

16.1 Escrow Account for Insurance and Certain Taxes: There shall be established and maintained in a local, national or state bank, or Federal or State Savings and Loan Association, two (2) interest bearing savings deposit accounts, in order to accumulate sufficient moneys for the following purposes:

- (a) To pay all insurance premiums for insurance on the condominium property obtained and purchased by the Association pursuant to this Declaration; and
- (b) To pay all real or personal property taxes assessed by the taxing authorities aforesaid, for property owned by the Condominium or taxes which the condominium is required to pay as part of its common expenses.

On or before the 28th day of each month the Treasurer of the Condominium Association shall cause two checks to be issued and drawn on the Association's bank account; each check being equal respectively to 1/12th of the estimated yearly amounts as to Items 1 and 2 above. Said checks shall be immediately deposited into the appropriate savings deposit account.

Should a condominium unit owner fail to pay that portion of the monthly assessment relating to Items 1 and 2 above within thirty (30) days from the due date, the condominium

Association shall have the right, but it is not required, to advance the necessary funds, so as to deposit the required monthly sum into the savings deposit accounts.

The Condominium Association shall have a lien for all sums so advanced, together with interest thereon. It shall also have the right to assign its lien on any unit owner or group of unit owners or to any third party.

The condominium unit owners herein consent to the establishment of such a lien as a result of these advances in favor of the institution(s) or Association, as aforescribed. However, no such foreclosure action may be brought by said institution or individual or group of individuals where the Association advances the necessary funds and assigns its lien, until the delinquent unit owner has received not less than ten (10) days written notice in this regard.

16.2 The owner of the respective condominium unit shall not be deemed to own pipes, wires, conduits, sewage connections, etc., or other public utility lines running through the condominium parcel or unit which are utilized by or serve more than one condominium unit.

16.3 The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist.

16.4 That no owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

16.5 The Association shall for the owners of each and every condominium parcel return the same for the purpose of ad valorem taxes with the Tax Assessor of the county or such other governmental officer of authority having jurisdiction over the same. However, nothing herein shall be construed as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities for the valuations herein prescribed, it being understood that each unit owner to pay such ad valorem taxes and special assessments as are separately assessed against his "condominium parcel" as set out hereinabove.

For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit", and in the "common elements", shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements.

16.6 All provisions of this Declaration and Exhibits attached hereto and Amendments thereof, shall be construed to be covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every unit and the

appurtenances thereto, and every unit owner and claimant of the property or any part thereof or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments hereof.

16.7 If any provisions of this Declaration or of the Bylaws attached hereto, or of The Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration, the Bylaws attached hereto or The Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

16.8 Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners, at their place of residence in the Condominium, unless the unit owner has, by written notice duly receipted for, specified another address. Proof of such mailing or personal delivery by the Association shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association at:

Seminole Colony, Inc.
Okeechobee Road
West Palm Beach, Florida

or such other place as designated by the Board of Directors.

16.9 The Developer reserves the right to install certain utility services underground over and across any mobile home site or common use area or facility to serve areas other than those involved in this condominium development described herein as well as those within the condominium, and includes maintenance of the same.

16.10 Notices to the Developer shall be delivered by mail to 324 Royal Palm Way, Palm Beach, Florida, 33480. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representative of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered.

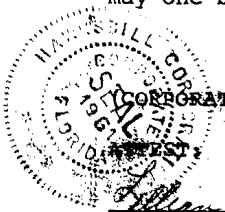
16.11 The "Remedy for Violation", provided for in The Condominium Act, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration or the Bylaws, upon a finding by the Court that the violation complained of is wilful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the Court.

16.12 The captions used in this Declaration and Exhibits

annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the test of this Declaration or Exhibits annexed hereto.

16.13 If any term, covenant, provision, phrase, or other element of the condominium documents is held invalid or unenforceable for any reason, whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant, or element of the condominium documents.'

16.14 The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.



(CORPORATE SEAL)

HAWKSBILL CORPORATION

BY Harold G. Maass
Its President

Lillian K. Delaware
Its Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

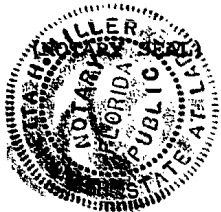
Before me personally appeared HAROLD G. MAASS and LILLIAN K. DELAWARE respectively, President and Secretary of HAWKSBILL CORPORATION, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals in and who executed the said instrument.

WITNESS my hand and official seal this 19th day of December, 1968.

Henrietta N. Miller
Notary Public in and for the
County and State aforesaid

My commission expires

Notary Public, State of Florida at Large
My Commission Expires Oct. 15, 1969
Issued by American FPM & Casualty Co.



DESCRIPTION

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 43 South, Range 42 East and the East Half (E $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 43 South, Range 42 East. Also, that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Said Sec. 24, lying South of the right-of-way for the F.E.C. Railway as recorded in Deed Book 141, Page 185, public records, Palm Beach County, Florida. EXCEPTING THEREFROM, however, that part taken for the right-of-way for Okeechobee Road and EXCEPTING FURTHER the following described parcel: Beginning at the intersection of the North right-of-way line of Okeeshobee Road and the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24; thence, North along said East line a distance of 300 feet; thence West parallel with the South line of said Section to a point 40 feet East of (measured at right angles to) the West line of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24; thence South parallel with said West line, to the North right-of-way line of said Okeechobee Road; then East along said right-of-way line to the point of beginning.

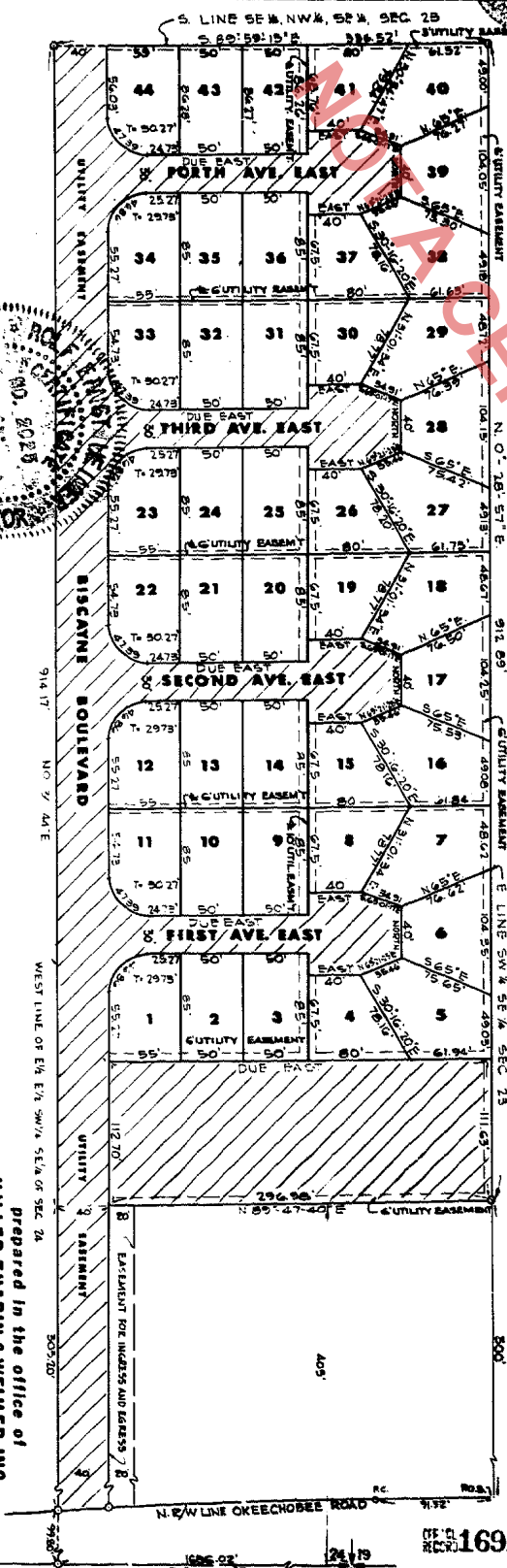
Together with an easement for ingress and egress over the South 40 feet of the North 50 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24.

Also, together with an easement for ingress and egress over the South 405 feet of the East 20 feet of the West 60 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24.

EXHIBIT "A"



SHEET #1



STATE OF FLORIDA
COUNTY OF PALM BEACH

SEMINOLE COLONY CONDOMINIUM

SURVEY FOR COMMON ELEMENTS & CONDOMINIUM UNITS 1 THRU 136

EXHIBIT "B"

SEMINOLE COLONY CONDOMINIUM

SECTION 25 AND 26, TOWNSHIP 36 NORTH, RANGE 20 WEST, PALM BEACH COUNTY, FLORIDA.

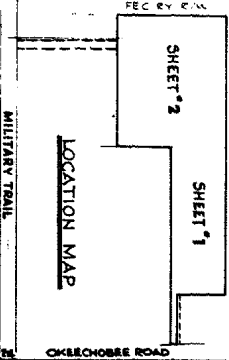
1. That be as a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2025.

2. Affiant hereby certifies that the preparation of condemnation of SEMINOLE VILLAGE CONDOMINIUM together with the exhibits attached hereto and the plat hereon, was made in accordance with the laws of the State of Florida, and that the same are true and correct copies of the original as the same were presented to the State of Florida, being Surveyor No. 2025.

3. Affiant hereby certifies that the preparation of condemnation of SEMINOLE VILLAGE CONDOMINIUM together with the exhibits attached hereto and the plat hereon, was made in accordance with the laws of the State of Florida, and that the same are true and correct copies of the original as the same were presented to the State of Florida, being Surveyor No. 2025.

In the presence of

James J. Dawson President
William A. Hill Secretary
Charles R. ... Treasurer



prepared in the office of
MILLER, THARIN & WEIMER, INC.
ROLF ERNST WEIMER
State of Florida
registered land surveyor No. 2025

B Y L A W S

SEMINOLE COLONY, INC.

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

1. IDENTITY. These are the Bylaws of SEMINOLE COLONY, INC. called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes (1967), called The Condominium Act in these Bylaws, which condominium is identified by the name SEMINOLE COLONY, a Condominium, and is located in Palm Beach County, Florida.

1.1 The office of the Association shall be at Seminole Colony, Okeechobee Road, West Palm Beach, Florida.

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

2. MEMBERSHIP AND VOTING.

2.1 Stock or certificates shall not be issued by the Association.

2.2 Membership in the Corporation shall be limited to owners of condominium units, as identified in the Declaration of Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation, said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member". Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a condominium parcel, where the approval of the Board of Directors of the Association is required, as set forth in these Bylaws or the Declaration of Condominium, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contracting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors.

2.3 Voting.

(a) The owner(s) of each condominium unit shall be entitled to one vote for each condominium unit owned. If a condominium unit owner owns more than one unit he shall be entitled to one vote for each unit owned. The vote of a condominium unit shall not be divisible.

(b) A majority of the unit owners' total votes shall decide any question unless the Bylaws or Declaration of Condominium

EXHIBIT "C"

provides otherwise, in which event the voting percentage required in the Bylaws or the Declaration of Condominium shall control.

2.4 Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the unit owners' total votes shall constitute a quorum. The term "majority" of the unit owners total votes shall mean unit owners holding 51% of the votes.

2.5 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 2.6), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy designating a third person must be signed by both husband and wife.

2.6 Designation of Voting Member. If a condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in a Certificate to cast the vote for a unit shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such certificates shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a condominium unit is jointly owned by a husband and wife, the following three provisions are applicable thereto:

(a) They may designate a voting member, but they are not required to do so.

(b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote they shall lose their right to vote on that subject at that meeting.

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

3. MEETING OF THE MEMBERSHIP.

3.1 Place. All meetings of corporation membership shall be held at the condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting.

3.2 Notices. It shall be the duty of the Secretary to mail a Notice of each annual or special meeting, stating the time and place thereof to each unit owner of record, at least five (5) days, but not more than fifteen (15) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the corporation.

3.3 Annual Meeting. The annual meeting of the membership shall be held at 8:00 p.m., on the first Monday of February of each year (beginning in the year 1970) for the purpose of electing directors and transacting other business authorized to be transacted by the members provided, however, that if that day is a legal holiday the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by a plurality vote (cumulative voting prohibited), a Board of Directors and transact such other business as may properly be brought before the meeting.

3.4 Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of Voting Members representing a majority of the unit owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to objects stated in the notice thereof.

3.5 Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these Bylaws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.6 Adjourned meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

3.7 Proviso. Provided, however, that until the Developer of the Condominium has completed and sold all of the units in the Condominium, or until July 1, 1972, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3.8 Approval of Disapproval of a unit owner upon any matter,

whether or not the subject of an Association meeting, shall be by the "Voting Member"; provided, however, where a unit is owned jointly by a husband and wife and they have not designated one of them as a Voting Member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

4. DIRECTORS.

4.1 Membership. The affairs of the Association shall be managed by a Board of Directors consisting of three members during the first corporate year and nine members thereafter.

4.2 Election of Directors. At the first annual members' meeting nine directors shall be elected, three for terms of one year, three for terms of two years, and three for terms of three years. Thereafter at each annual meeting three directors shall be elected by and from the voting members for three year terms. Each member of the Board of Directors, other than the initial board, shall be either the owner of a condominium unit or an owner of an interest therein.

(a) The elections shall be by ballot (unless dispensed by unanimous consent of the membership), and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(b) Provided, however, that until the Developer of the Condominium has completed all of the contemplated improvements, or until July 1, 1972, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

(c) The First Board of Directors, who shall serve until their successors have been duly elected and qualified, shall consist of the following:

1. Dale Alexander
2. John F. Flanigan
3. James A. R. Gibson

4.3 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

4.4 Removal of Directors. At any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the directors may be removed with or without cause by the affirmative vote of the voting members casting not less than two-thirds of the total vote of the members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Should the

membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4.5 below.

4.5 Vacancies on Directorate. Except as provided in Section 4.2(b) above, if the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

4.6 Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the corporation. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. More than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Except in the case of the original Board of Directors, in the event a director ceases to be an owner of a condominium unit or having an interest therein, or in the event of corporate ownership, ceases to be an officer of said corporation, then his directorship shall immediately and automatically terminate. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

4.7 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be had at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally, by mail, or telegraph, at least five (5) days prior to the day named for such meeting.

4.8 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than five (5) days' notice of the meeting shall be given personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting.

4.9 Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.10 Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present

shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.11 Compensation. The Directors' fees, if any, shall be determined by the "Voting Members".

4.12 Powers and Duties. All of the powers and duties of the Association existing under The Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. These powers shall specifically include, but are not limited to, the following:

(a) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the corporation.

(b) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(c) To make and amend regulations respecting the operation and use of the common elements and condominium property and the use and maintenance of the condominium units therein.

(d) To contract for the management of the condominium and to designate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

(e) Designate one or more committees, which to the extent provided in the resolution designating such committee, shall have the powers of the Board of Directors in the management of the business and affairs of the corporation. Such committees are to consist of at least three (3) members of the Association, one of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.

(f) To use and disburse the proceeds of assessments in the exercise of its powers and duties.

(g) The maintenance, repair, replacement and operation of the condominium property.

(h) The reconstruction of improvements after casualty and the further improvement of the property.

(i) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the Association, and the regulations for the use of the property in the condominium.

(j) To pay taxes and assessments which are liens against any part of the condominium other than individual mobile home sites and the appurtenances thereto, and to assess the same against the mobile home sites subject to such liens.

(k) To pay all the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual mobile home sites.

5. OFFICERS.

5.1 Elective Officers. The principal officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforesaid offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors.

5.2 Election. The officers of the corporation designated in Article 5, Section 1 above shall be elected annually by the Board of Directors at the organization meeting of each new Board following the meeting of the members.

5.3 Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other officers as the Board deems necessary.

5.4 Terms. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the total Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

5.5 The President. shall be the chief executive officer of the corporation; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the corporation and other officers. He shall sign all written contracts and perform all of the duties incidental to his office and which may be delegated to him from time to time by the Board of Directors.

5.6 The Vice President shall perform all of the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the Board of Directors.

5.7 The Secretary shall issue notices of all Board of Directors meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the corporation's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or incapacitated.

5.8 The Treasurer.

(a) The Treasurer shall have custody of the corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuables in the name of and to the credit of the corporation in such depositories as may be designated from time to time by the Board of Directors. The Books shall reflect an account for each unit in the manner required by §711.12(7) (B) of The Condominium Act.

(b) He shall disburse the funds of the corporation as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Depositories. The funds of the corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the corporation as may be designated by the Board of Directors. Obligations of the Corporation shall be signed by at least two officers of the corporation.

6.2 Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account.

6.3 Determination of Assessments.

(a) The Board of Directors of the Corporation shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the condominium property.

Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time, by the Board of Directors of the Corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain, repair and replace the common elements and the limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Corporation, and, upon request, the Treasurer shall give a receipt for each payment made to him.

6.4 Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund, or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses or advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner as the Board of Directors determines in its sole discretion.

6.5 Acceleration of Assessment Installments upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner, and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the unit owner.

7. SUBSTANTIAL ADDITIONS OR ALTERATIONS. There shall be no substantial additions or alterations to the common elements or limited common elements unless the same are authorized by the Board of Directors and ratified by the affirmative vote of the Voting Members casting not less than 75% of the total votes of the unit owners present at any regular or special meeting of the unit owners called for that purpose.

8. COMPLIANCE AND DEFAULT.

8.1 Violations. In the event of a violation (other than the nonpayment of an assessment) by the unit owner in any of the provisions of the Declaration, of these Bylaws, or of the applicable portions of The Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws or of the pertinent provisions of The Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; and/or to enforce performance on the part of the unit owner; and/or for such relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action at law on account of the violation, in the manner provided for by The Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

8.2 Negligence or Carelessness of Unit Owner, etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

8.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

8.4 No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

8.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by condominium documents, or at law, or in equity.

9. AMENDMENTS TO THE BYLAWS. These Bylaws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

(a) Notice of the meeting shall contain a statement of the proposed amendment.

(b) Every Amendment shall be approved upon the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of the total votes of the unit owners; and,

(c) Said Amendment shall be recorded and certified as required by The Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article 3, Section 7 of the Bylaws occurs, these Bylaws may not be amended without a prior resolution requesting said Amendment from the Board of Directors.

10. NOTICES. Whatever notices are required to be sent hereunder, shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium.

11. INDEMNIFICATION. The Corporation shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party, by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP. The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any

way connected with such ownership and membership, and the covenants and obligations incident thereto.

13. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other owners or persons.

14. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with The Condominium Act, Declaration of Condominium, or these Bylaws.

15. LIENS.

15.1 Protection of Property. All liens against a condominium unit, other than for permitted mortgages, taxes, or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a condominium unit shall be paid before becoming delinquent, as provided in these condominium documents, or by law, whichever is sooner.

15.2 Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

15.3 Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceedings which will or may effect title to his unit or any other part of the property, such notice to be given within five (5) days after the unit owner receives notices thereof.

15.4 Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

15.5 Permitted Mortgage Register. The Association shall maintain a register of all permitted mortgages and at the request of a mortgagee the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

16. RULES AND REGULATIONS

16.1 As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

16.2 As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance

of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same becomes effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

16.3 Rules and Regulations. The Board of Directors shall enact Rules and Regulations which shall be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

16.4 Conflict. In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and the condominium documents, or The Condominium Act, any amendment to the rules and regulations herein shall be recorded in the Official Records of the County in which this Condominium is located in the manner required by The Condominium Act.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, the provisions of the Declaration shall prevail.

The foregoing were adopted as the Bylaws of SEMINOLE COLONY, INC. a corporation not for profit under the laws of the State of Florida at a meeting of the Board of Directors December 19, 1968.

Lillian K. Delawane
Secretary

APPROVED:

Harold S. Moore
President



State of Florida

Secretary of State



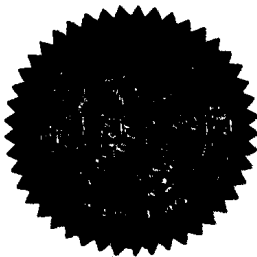
I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

SEMINOLE COLONY, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 3rd day of December
A.D., 1968 as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 4th day of December
A.D. 1968.



A handwritten signature in cursive script, reading "Tom Adams".

Secretary of State

ARTICLES OF INCORPORATION

OF

SEMINOLE COLONY, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes (1967), and certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be Seminole Colony, Inc. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1967, for the operation of Seminole Colony, a condominium upon those lands in Palm Beach County, Florida, described in Exhibit "A" hereto.

2.2 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE 3

POWERS

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

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and

duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

- a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the condominium.
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.
- h. To approve or disapprove the transfer, mortgage and ownership of mobile home sites as may be provided by the Declaration of Condominium and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of units in the condominium and the owners of the unexpired term of a ninety-nine (99) year leasehold interest in a unit and after termination of the condominium shall consist

of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed, lease or other instrument establishing a record title to a unit of the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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 his unit.

4.4 The owner of each unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.3 The first election of directors shall not be held until

after the developer has all of the contemplated improvements to the condominium, or until developer elects to terminate its control of the condominium, or until after July 1, 1972, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4 The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dale W. Alexander	324 Royal Palm Way Palm Beach, Florida
James A. R. Gibson	324 Royal Palm Way Palm Beach, Florida
John F. Flanigan	321 Royal Poinciana Plaza Palm Beach, Florida

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors 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 names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Dale W. Alexander	324 Royal Palm Way Palm Beach, Florida
Vice Presidents:	John F. Flanigan	321 Royal Poinciana Plaza Palm Beach, Florida
Secretary- Treasurer:	Lillian K. Delaware	321 Royal Poinciana Plaza Palm Beach, Florida

ARTICLE 7

INDemnIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8

BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by 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, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

a. such approvals must be by not less than 100% of the entire membership of the board of directors and by not less than 51% of the votes of the entire membership of the Association; or

b. by not less than 75% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with The Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Palm Beach County, Florida.

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Dale W. Alexander 324 Royal Palm Way
Palm Beach, Florida

John F. Flanigan 321 Royal Poinciana Plaza
Palm Beach, Florida

Novilla S. Anderson 321 Royal Poinciana Plaza
Palm Beach, Florida

IN WITNESS WHEREOF the subscribers have affixed their
signatures this 26th day of November, 1968.

Dale W. Alexander

John F. Flanigan

Novilla S. Anderson

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally ap-
peared DALE W. ALEXANDER, JOHN F. FLANIGAN and NOVILLA S. ANDERSON,
who, after being duly sworn, acknowledged that they executed the
foregoing Articles of Incorporation for the purposes expressed
in such Articles, this 26th day of November, 1968.



(NOTARY SEAL)

Shirley Potter
Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 9, 1971
Bonded by American Fire & Casualty Co.

DESCRIPTION

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 43 South, Range 42 East and the East Half (E $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 43 South, Range 42 East. Also, that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Sec. 24, lying South of the right-of-way for the F.E.C. Railway as recorded in Deed Book 141, Page 185, public records, Palm Beach County, Florida. EXCEPTING THEREFROM, however, that part taken for the right-of-way for Okeechobee Road and EXCEPTING FURTHER the following described parcel: Beginning at the intersection of the North right-of-way line of Okeeshobee Road and the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24; thence, North along said East line a distance of 300 feet; thence West parallel with the South line of said Section to a point 40 feet East of (measured at right angles to) the West line of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24; thence South parallel with said West line, to the North right-of-way line of said Okeechobee Road; then East along said right-of-way line to the point of beginning.

Together with an easement for ingress and egress over the South 40 feet of the North 50 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24.

Also, together with an easement for ingress and egress over the South 405 feet of the East 20 feet of the West 60 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 24.

EXHIBIT "A"

Recorded in Official Record Book
Of Palm Beach County, Florida
John B. Dunkle
Clerk of Circuit Court