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**CERTIFICATE OF AMENDMENT AND RESTATEMENT TO THE
 DECLARATION OF CONDOMINIUM OF
 TIERRA DEL SOL CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium, By-Laws, Articles of Incorporation for Tierra Del Sol Condominium Association, Inc. and Rules & Regulations have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2016 at Page 565; and

WHEREAS, the Association desires to file this the Amended and Restated Declaration of Condominium, By-Laws and Articles of Incorporation

NOW, THEREFORE, the undersigned hereby certify that the following restatement of the Declaration of Condominium and Articles of Incorporation is a true and correct copy of the amendments as amended by the membership:

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
 TIERRA DEL SOL CONDOMINIUM**

AVIS ENTERPRISES, INC., a Florida corporation (hereinafter referred to as Developer), hereby declares that it is the owner in fee simple of the land hereinafter described, and further states and declares:

1. SUBMISSION STATEMENT:

The land hereinafter described is hereby declared to be condominium property and is hereby submitted to condominium ownership, pursuant to the provisions of the Florida Condominium Act, as amended.

2. NAME:

The name by which this condominium is to be identified is: TIERRA DEL SOL CONDOMINIUM.

3. LEGAL DESCRIPTION:

PARCEL NO. 1

Commencing at the Southeast corner of said SW ¼ of Section 17 thence run North 89° 24' 25" West (on an assumed bearing) 1136.37 feet along the South line of said SW ¼; thence run North 0° 35' 35" East 721.84 feet, to an intersection with the Southerly right of way line of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24, on Page 166 of the Public Records of Palm Beach County, Florida; thence run South 78° 10' 08" East 71.37 feet

along said Southerly right of way line, to the Point of Beginning; thence run South 0° 39' 48" West 387.27 feet; thence run North 89° 20' 12" West 6 feet; Thence run South 0° 39' 48" West 19.33 feet; thence run South 89° 20' 12 East 6 feet; thence run South 0° 39' 48" West 236k.33 feet, to an intersection with a line 65 feet North of, as measured at right angles, and parallel to said South line of the SW ¼; thence run South 89° 24'25" East 194.91 feet along said parallel line; thence run North 0° 39' 48" East 236.33 feet; thence run South 89° 20' 12" East 6 feet; thence run North 0° 39' 48" East 19.33 feet; thence run North 89° 20' 12" West 6 feet; thence run North 0° 39' 48" East 348.55 feet, to an intersection with said Southerly right of way line of N.E. 20th Street; thence run North 78° 10' 08" West 198.67 feet along said Southerly right of way line, to the Point of Beginning; Excepting therefrom that portion thereof described as follows:

PARCEL NO. 2

Commencing at said Southeast corner of the SW ¼ of Section 17; thence run North 89° 24' 25" West 1136.37 feet along the South line of said SW ¼; thence run North 0° 35' 35" East 721.84 feet to an intersection with said Southerly right of way line of N.E. 20th Street; thence run South 78° 10' 08" East 11.37 feet along said Southerly right of way line; thence run South 0° 39' 48" West 178.61 feet to an intersection with a line 529.33 feet North of and parallel to said South line of the SW ¼; thence run South 89° 24' 25" East 64.56 feet along said parallel line, to the Point of Beginning; thence continue South 89° 24' 25" East 64 feet along said parallel line; thence run South 0° 39' 48' West 354.35 feet, to an intersection with a line 174.98 feet, North of, as measured at right angles, and parallel to said South line of the SW ¼ of Section 17; thence run North 89° 24' 25' West 64 feet along said parallel line; thence run North 0° 39' 48" East 354.35 feet, to the Point of Beginning.

Said lands situate in Boca Raton, Palm Beach County, Florida.

4. IDENTIFICATION OF UNITS:

The condominium has one hundred and twenty (120) units which are identified and referred to herein, and in the Exhibit A, pages 1 through 5, attached hereto and made part hereof, and referred to as Arabic numerals. All one hundred and twenty units are residential Condominium units, whereas the fourteen (14) units identified in Paragraph 7 are actually part of the common elements, also known as the laundry and storage areas.

Vertical boundaries for the units are the entire unfinished perimeter walls of each unit as set out in above Exhibit A.

Horizontal boundaries for the units are the entire unfinished ceiling and the entire unfinished floor of each unit as set out in above Exhibit A, within the perimeter walls for each unit.

5. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS:

There is being recorded simultaneously herewith a survey, plot plan, and floor plan of the above described property, marked Exhibit A, pages 1 through 5, and incorporated herewith by referenced, showing and identifying thereof the Common Elements and each unit and their relative locations and approximate dimensions. The aforesaid Exhibit A, pages 1 through 5, has been certified by Winningham & Lively, Inc., a surveyor authorized to practice in the State of Florida, and such certification is made pursuant to the requirements of Sections of Florida Statutes pertaining to Condominiums.

6. UNDIVIDED SHARES:

A. Each Unit shall have as an appurtenance thereto an undivided one hundred and twentieth interest in and to the Common Elements, and the Common Expenses and Common Surpluses and Common Obligations for payment of assessments shall be divided into 120 and each 120 Unit Owners shall be obligated to an undivided 120th (one hundred and twentieth) interest in the Common Expenses and Surplus. The Units to be excluded are set out in Paragraph 7.

B. Each Unit shall have as an appurtenance thereto the right to use all the Common Elements in this Condominium, which right shall be shared with all other Unit Owners, and TIERRA DEL SOL CONDOMINIUM, INC., (hereinafter referred to as "Association".)

7. SHARING COMMON EXPENSES AND SURPLUS:

The Common Expenses shall be shared and the ownership of Common Surplus shall be in proportion to each Unit owners percentage of ownership of the Common Elements as set forth hereinbefore. The exceptions to this paragraph are Units Nos. 137, 138, 139, 140, 237, 238, 239, 240, 339, 340, 439, 440, 539, and 540; which Units are deemed part of the Common Elements of the Condominium in accordance with the terms of this Declaration of Condominium.

8. VOTING RIGHTS OF OWNERS OF UNITS:

A. Owners of a fee simple interest in each Unit shall collectively be entitled to one vote and the person entitled to cast such Vote shall be determined as follows:

(1.) A statement must be filed with the Secretary of the Association signed under oath by members with an interest in a Unit and shall state:

(a) The respective percentage interest of every person as recorded in the Public Records of Palm Beach County, Florida owning a vested present interest in the fee title of the Unit in which the affiant owns and interest.

(b) Which one of the Owners of the Unit in which the affiant owns an interest is to represent all of the Owners of that Unit at membership meetings and/or to cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as the Voting Owner and shall be the Owner who may continue to cast the binding vote for all owners owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as the Voting Owner by those members owning the majority interest by a similar written statement filed with the Secretary.

B. There shall not be more than one hundred twenty voting Owners at any one time and each may cast one vote. A corporation or any individual with an interest in more than one Unit may be designated the Voting Owner for each Unit in which he owns an interest. Failure by members of a Unit to file such statement under oath with the Secretary prior to a properly held vote or election will result in depriving the Owners with an interest in such unit of vote on such occasion.

C. The common expenses and assessment per unit of common expenses shall be made in ratio to the amount of maintenance set at the time that the owner and/or purchaser of the condominium unit is at the time of closing in proportion to the full amount of the assessment for the common expenses as set by the Board of Directors.

9. METHOD OF AMENDMENT OF DECLARATION:

A. An amendment to change any condominium parcel, or a condominium Unit's proportionate share of the common expenses, or common surplus, or the voting rights pertinent to any Unit,

shall not be valid unless all of the voting rights pertinent to any Unit shall join in the execution of the amendment prior to recording thereof.

B. All other amendments of the Declaration must be approved by at least sixty-six and two-thirds (66 2/3%) percent of all voting owners present, in person or by proxy, at a duly called meeting of the Association.

10. BY-LAWS:

The operation of the condominium property shall be governed by the By-Laws, copy of which is annexed to this Declaration, made a part hereof and marked Exhibit C.

11. ASSOCIATION:

A. The operation of the condominium will be by TIERRA DEL SOL CONDOMINIUM, INC. a corporation not for profit, organized and existing under the laws of the State of Florida (herein referred to as "Association"). The Association shall be governed by a Board of Directors and the eligibility requirements to serve on the Board are set forth in the Bylaws of the Association.

B. All persons hereafter owning a vested present interest in any one of the Units, and which interest is evidenced by the recording of a proper instrument in the Public Records of Palm Beach County, Florida, shall automatically be members of the Association, and their memberships shall automatically terminate when they no longer own such interest.

12. COMMON ELEMENTS:

A. The Common Elements include all of the premises herein before described, and all improvements therein and thereon not included within any of the Units.

B. This Condominium does not contain any limited Common Elements.

C. Subsequent owners of units in Tierra Del Sol Condominium do hereby have license to use said common elements for ingress and/or egress, i.e. all subsequent purchasers of present condominium development.

13. LIENS AND PENALTY INTEREST:

A. The Association shall have a lien on each condominium parcel for any unpaid assessments interest, late fees or charges and attorneys' fees incurred by the association incident to the collection of assessments or enforcement of the lien. The Unit Owner of such Condominium Parcel shall also individually be liable for such unpaid assessments, late fees, interest and reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the highest rate allowed by law, from time to time, per annum until paid.

C. Assessments and installments thereon not paid when due shall be subject to a late fee at the highest rate provided by law.

14. SEVERABILITY:

A. If any of the provisions of this Declaration, or the Exhibits thereto, or deed of conveyance of the Condominium Parcel by the Developer, or any paragraph, sentence, clause, phrase or work therein, or the

application thereof, is held invalid, the remainder of this Declaration, the Exhibits thereto, and the provisions of such conveyance shall not be affected thereby.

B. This Declaration, the By-Laws, and the Exhibits thereto, are made according to and pursuant to the provisions of the Florida Condominium Act, but in the event any provision, sentence, word, phrase, section or clause of said Act, is for any reason, declared by a Court decision to be invalid and, as a consequence thereof, the validity of any provision, word, phrase, paragraph or sentence of this Declaration shall be questioned by anyone, then such questioned provision, word, phrase, paragraph or sentence shall be deemed to be valid and in full force and effect to the extent permitted under other Florida Statutes and the Common Law in effect in the State of Florida.

15. INTERPRETATION:

A. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.

B. As used herein the terms "Member" means and refers to any person, natural or corporate, who becomes a member of the Association according to the provisions hereof whether or not that person participates in the Association as a member.

C. The provisions of this Declaration shall be interpreted in accordance with the definitions and provisions of the Florida Condominium Act as amended.

16. PROHIBITION OF FURTHER SUBDIVISION:

The space within any of the Units and Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage, or otherwise, which described only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

17. EASEMENTS:

All of the condominium property shall be subject to easements as follows:

A. Encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

B. Support. Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments, common areas, and facilities in the building.

C. Maintenance, repair and replacement. Easements through the apartments and common facilities for maintenance, repair and replacement of the apartments and common facilities. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency. If the owner or occupant is not available, a Board member and another unit owner must be present for any access.

D. Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common areas; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the apartment owner.

18. OBLIGATIONS OF MEMBERS:

Every Owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

- A. Promptly pay the assessments levied by the Association.
- B. Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the Unit and Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with the Exhibit attached hereto and any standards and specifications promulgated by the Board of Directors, except for changes or alterations approved in writing by the Association.
- C. Not use or permit the use of his Unit for any purpose other than as a single family residence, and maintain his Unit in a clean and sanitary manner, other than the exceptions as set out in Article 7 hereof, providing that said excepted units shall be used solely for storage and laundry purposes.
(1.) Resident members or resident lessees who require a live-in caretaker or health care worker to ensure their safety or well being must notify the Association in writing and receive written confirmation from the Association BEFORE such caretaker or health care worker begins living in a Unit.
- D. Not make or cause to be made any structural addition or alteration to his Unit, or to the Common Elements, without prior written consent of the Association and all mortgagees holding a mortgage on his Unit.
- E. Not permit, or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members, or annoy them by unreasonable noises, or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements. Insurance rates above are Condominium insurance rates.
- F. Conform to and abide by the By-Laws and Uniform Rules and Regulations in regard to the use of Units and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Owner's property by, through or under him do likewise.
- G. Make no alteration, decoration, repair, replacement or change of the Common Elements, Association Property, or to any outside or exterior portion of the building, whether within a Unit or part of the common elements or Association property without the prior written approval of the Association. The Board of Directors may adopt and amend written guidelines or criteria concerning such alteration, decoration, repairs, replacements or changes, including, without limitation, specifying the type of windows, screens and doors unit owners may install.
- H. Allow the officers of the Association to enter any Unit for the purpose of determining compliance with the Declaration, the By-Laws and the Rules and Regulations of the Association. If entry is required due to an emergency, and the unit owner has not made a key available or notified the Association who has a key, the unit owner is responsible for the cost of any repairs resulting from entering the unit for such emergency.

I. Show no sign, advertisement or notice of any type on the Common Elements, or his Unit, and erect no exterior antennas and aerials on the common elements except as provided under Uniform Rules and Regulations promulgated by the Association.

J. Make no repairs (or replacements which will affect other units or the common elements of Association property) to any plumbing, mechanical systems, or electrical wiring within a Unit except by plumbers, contractors or electricians licensed to do such work. Plumbing, mechanical systems and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for repairs to plumbing, mechanical systems and electrical wiring within the common elements.

K. As of April 9, 2007, included within the Member's obligations shall also be, without limitation, maintenance, repair and replacement of all windows, hurricane shutters, screens and screen doors, framing and hardware, as well as drywall within or surrounding a Unit. The Association, however, shall be responsible for all routine maintenance, repair and replacement of exterior doors, provided that any Member who intentionally or negligently damages an exterior door shall be responsible for any necessary maintenance, repair or replacement thereof. If incidental damage is caused to any property by work performed by the Association, that property shall be repaired at the expense of the Association.

19. DESTRUCTION OF IMPROVEMENTS AND INSURANCE:

A. The Association shall purchase and obtain the following insurance:

(1) Fire and extended coverage insurance insuring all of the insurable improvements erected within the condominium property and Association Property for the full insurable value provided however the Association shall not obtain insurance for the wall, floor and ceiling covering within any Unit nor for the following equipment located in any Unit and maintained by the Owner under this Declaration: electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets, nor shall the Association insure any other item excluded from the Association's insurance obligations under Chapter 718, Florida Statutes, as renumbered or amended from time to time;

(2) Public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover Liabilities of the Unit Owners as individuals or as a group to other Unit Owners;

(3) Such other insurance deemed desirable by the Board of Directors of the Association. All property not insured by the Association shall be the responsibility of the Unit Owners to insure.

The premiums for all such insurance shall be assessed against the Owners of each Unit as part of the annual assessment. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Insurance Trustees, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgages of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee:

The Association shall have the right, from time to time, to change or appoint an Insurance Trustee and may designate the Association as the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Trustee, provided, however, if the Association is the Trustee such fee shall be charged or deducted. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee, if other than the Association, shall not be liable for

payment of premiums nor for the renewal of the sufficiency of policies, nor for the failure to collect any insurance proceeds.

B. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it, and shall hold such proceeds in trust for the Association, Unit Owners and mortgagees under the following terms:

In the event of the loss of or damage to Common Elements, real or personal, and/or Dwelling or Dwellings, which loss or damage is caused by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage in the following order: First, toward the repair, replacement or reconstruction of the Common Elements, and then toward the repair, replacement or reconstruction of the Dwellings. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all of the Dwellings and their respective mortgagees, the distribution to be separately made to the owner of each Dwelling and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each Dwelling and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds bear to the total undivided interest in common elements pertinent to all Dwellings. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by the Association with the Insurance Trustee, in said latter event, may be paid by the Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then the Association shall levy and collect an assessment against the owners of all Dwellings and said Dwellings in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

20. COMMON EXPENSES AND ASSESSMENTS:

A. The Common Expenses shall include expenses for operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, and any other expenses designated or inferred to be a common expense of this Declaration, or in the By-laws attached hereto.

B. The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, and such budgets shall project the anticipated common expenses for the ensuing year.

C. After adoption of a budget, and determination of the annual assessment against Unit Owners in accordance with the shares of the common expenses hereinbefore set forth, the Association shall assess such sums by promptly notifying all Owners by delivery or mailing notice thereof to the Voting Owner representing each Unit, at each Owner's most recent address as shown by the books and records of the Association. One-twelfth of the annual assessment shall be due and payable, in advance, to the Association on the 1st day of each month regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each Unit, if necessary to cover additional common expenses, and shall have the power to levy other special assessments as provided herein, which may or may not be equal per Unit.

D. Liability for Assessments:

The owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefore. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the Unit for which assessments are made. Unless otherwise provided by law, a purchaser of a Unit as a judicial sale, or grantee of a Unit in lieu of foreclosure, shall be liable for all assessments which came due prior to such sale or conveyance but remain unpaid, and for all assessments due after the date of sale. In the event any installment of an annual or special assessment is not paid within thirty (30) days of the due date, the Association may accelerate the balance of such assessment, which accelerated assessment shall be secured by the Association's lien against the Unit.

E. Lien for Assessments:

The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraphs A, B, C and D, hereof, plus all interest, administrative late fees, costs, and attorneys' fees incurred by the Association incident to the collection of such unpaid assessment, shall be secured by a Lien upon:

(1) The Unit and all appurtenances thereto when a notice of claiming a lien has been recorded by the Association in the public records of Palm Beach County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days, and which lien shall be effective as against the Owner and all parties having knowledge thereof, actual, or constructive, by virtue of the recordation. The effectiveness of such lien shall relate back to the date of the original recordation of this Declaration.

F. Collections:

(1) Interest, application of payments, assessments and installments paid on or before fifteen (15) days after due date shall not bear interest; but all sums not paid on or before fifteen (15) days after due date shall bear interest at the rate of eighteen (18%) percent, or the highest rate allowed by law as same may be amended from time to time, per annum from due date until paid. In addition to interest, the Association may charge an administrative late fee on any assessment or installment thereof not paid on or before thirty (30) days after the due date, in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the assessment for which payment is late, or such greater late fee as allowed by law as same may be amended from time to time. All payments on account shall be applied first to interest, if accrued, and then to any administrative late fee, then to any costs and attorneys' fees incurred in collection, and then to the assessment payment first due.

(2) Suits:

The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law, or by foreclosure of the lien securing the assessment, or by any other competent proceeding and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at eighteen percent (18%) or the highest rate allowed by law, late fees and costs of suit and attorneys' fees.

G. The Association may, at any time, require Owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposits shall be proportionate to each Unit's interest in the Common Elements.

H. The Board of Directors of the Association shall provide for the preparation of a financial and operating statement and present same at least annually to each of the members. Any Member, at his cost, may at any time cause an audit to be made of the Association's records and books by a Certified Public Accountant.

21. This Article is intentionally left blank to prevent the need for renumbering this document.

22. This Article is intentionally left blank to prevent the need for renumbering this document.

~~23.~~ TERMINATION:

In addition to the method of termination provided in the Condominium Act, all owners of the 120 Apartment Units may remove the condominium property from the provisions of the condominium law by an instrument to that effect, duly recorded, provided that the holders of all first mortgage liens affecting any of the condominium parcels consent thereto, or agree, in either case, by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. In the event of any termination, the Directors of the Association shall then proceed to liquidate and dissolve the Association and distribute any surplus. Where more than one person has an interest in a Unit the Association may elect to pay the share of surplus for said Unit, jointly to the various owners of the Unit.

24. REMEDIES FOR VIOLATIONS:

Each Unit owner shall be governed by and shall comply with the Florida Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, as they may exist or are amended from time to time. Failure to do so shall entitle the Association, or any Unit Owner, or any first mortgagee holding a mortgage encumbering any Unit, to recover sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Unit Owner, or by such first mortgagee. Such relief shall not be exclusive of other remedies provided by law. In addition, and not in lieu of such remedies, the Association may impose fine(s) against Units and Unit Owners and their tenants, guests and invitees pursuant to the provisions and procedures of the governing documents of the Association (to the extent not in conflict with applicable law). Such fine(s) shall not exceed the maximum allowed by law as amended from time to time and each day of a continuing violation shall be deemed a separate violation and the Unit Owner and/or violator (if other than the Unit Owner) shall only be entitled to a single notice and opportunity for a hearing. In the event there is no procedure or maximum amount(s) proscribed by applicable law with respect to fine(s), the Association may impose fines of up to One Hundred Dollars (\$100.00) per violation (each day of a continuing violation being regarded as a separate violation). No fine(s) shall be levied unless the Association provides the Unit Owner and violator (if other than the Unit Owner) with written notice and an opportunity for a hearing before a committee of other Unit Owners. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect the fine shall be entitled to an award of costs and reasonable attorneys' fees incurred before and at arbitration and/or trial, and all appeals. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement. The Association shall specify the amount of all fines in the Rules and Regulations.

25. MAINTENANCE:

A. In the event Owners of a Unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, the Association shall have the right to levy at any time a special assessment against the Owners of such Unit for the necessary sums to put the improvements within the Unit in good condition and repair, or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors or Officers of the Association to enforce compliance with the provisions hereof, and such entry shall not be deemed a trespass.

26. IMPROVEMENTS:

Subsequent to the original construction, material or substantial improvements and additions to the Common Elements may be made by the Association levying a special assessment (if needed), provided,

however, no such improvements, alterations or additions shall be made or special assessment levied (if needed) for improvements the cost of which shall exceed ten percent (10%) of the current regular annual assessment, unless prior approval or written consent is received from a majority of all voting members.

17. USE RESTRICTIONS:

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single-family Residences:

The condominium property shall be used only for single-family residences (as defined in Article 18, Obligations of Members, paragraph C of this Declaration) and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the occupied units, excluding the 14 units identified in Article 7 above, Sharing Common Expenses and Surplus, for which provisions are made by the condominium documents shall be occupied only by a single family as its residence. Inasmuch as Tierra del Sol is designed and intended a 'housing for older persons' community, to provide housing for residents who are fifty-five (55) years or older, no unit shall, at any time, be permanently occupied by children who are under eighteen (18) years of age, except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days total in any 90 day period. No permanent occupancy of any unit shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55) without at least one (1) permanent occupant fifty-five (55) years old or greater. Notwithstanding same, the Association in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55), who have submitted a written request to the Association, which the Association shall approve or disapprove in writing to the requesting party, to permanently reside in the community in a unit without a permanent occupant fifty-five (55) years old or greater, in the event of inheritance, divorce or death of a spouse, providing that said written exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the occupied units in the condominium community having at least one permanent resident fifty-five (55) years of age or older, it being the intent that at least 80% of the occupied units shall at all times have at least one permanent resident fifty-five (55) years of age or older. The Association shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of senior (persons fifty-five years of age or greater) occupancy are maintained at all times. The Association, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesaid percentages of senior (persons fifty-five years of age or greater) occupancy. Permanent occupancy or residency shall be defined in Article 27 G below.

(1.) Four-legged animals are not permitted as pets. Pet fish contained in a tank, and small pet birds confined in a cage are permitted. If a resident requires a service animal, the resident will provide the Board in advance with a letter from the proper agency stating the need. Any provision contained in the 'Rules We Live By' that prohibits pets is negated by this amendment. An owner having a four-legged pet when this amendment is approved will be given 30 days to register their pet with the Board in a manner the Board will specify. After the 30 days registration period, any owner found to have a pet is presumed NOT to have had said pet at the time of this amendment's being in force, and will therefore be in violation of the pet prohibition enacted in this provision. Such violation will be treated by the Board of Directors in accordance with Article 24 of this Declaration. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from the presence or activities of a pet, and each pet owner shall automatically fully indemnify and hold harmless the Board, each Member and the Association in such regard.

B. Nuisances:

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 allowed to accumulate, nor any fire hazard allowed to exist.

C. Lawful Use:

No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, and all laws, zoning ordinance and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing: The 55 year age restriction in Section 27 A applies to all leases.

(1.) Entire Units may be rented provided the occupancy is only by the Lessee and his family and is not for less than four months and not longer than one year. No rooms may be rented, and no transient tenants accommodated.

(2.) Ownership of a Unit must be on record for a period of one year before such unit can be made available for leasing.

(3.) Leasing of each unit for a short term is limited to one such lease per any twelve (12) month period. A short term is any rental for a period of less than one year.

(4.) Renters or lessees are not permitted to rent the Unit to anyone else, including family members and blood relatives, or permit anyone else to occupy the Unit in their absence, however long, without prior written approval of the Association; such approval by the Association will not be given until the Association is in receipt of the Unit Owner's written approval. The Unit Owner will be sent the Association's written approval.

(5.) Unit Owners must give the Association written notice of their intent to lease or rent their Unit at least 30 days prior to the start of occupancy.

(6.) Unit Owners are responsible for completing a Guest Card and providing it to the Association before guests arrive.

E. Rules and Regulations:

Reasonable Rules and Regulations (known as "The Rules We Live By") concerning the use of the condominium property, including Units and Common Elements and the association Property, have been made and may be amended from time to time by the Board of Directors of the Association. Copies of such Rules and Regulations and amendments thereto shall be furnished to all Unit Owners.

F. Conveyances:

In order to secure a community of congenial residents and thus protect the value of the Units, the sale, leasing and mortgaging of Units by any Owner, other than the Developer shall be subject to the following provisions so long as the apartment building in useful condition exists upon the land.

(1) Sale or Lease: Except for the 14 units in Article 7 above, no Unit Owner may dispose of a Unit, or any interest therein, by sale, or by lease, gift, inheritance or otherwise without prior approval of the Association. If the purchaser, or lessee, is a corporation, trust or other entity, the approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. The approval of the Association shall be obtained as follows:

With the exception of transfers of ownership of any unit by one spouse to another, should the owner of a unit desire to lease, sell or otherwise convey or transfer said unit, the Unit Owner shall give notice thereof to the Association together with the bonafide offer to lease or purchase stating the terms together with the name, address, business, and three personal references of the proposed purchaser or lessee and such other information or material required or requested by the Association within five (5) days of receipt of said notice (such information will include a personal face to face appearance or interview, BEFORE occupancy

and/or purchase or lease, of the proposed purchaser/lessee and all proposed occupants of the Unit with the Association or any designated committee or representative thereof). Such notice shall also be accompanied by a transfer fee in the amount specified elsewhere in this Article 27. The Association thereafter shall have a period of thirty (30) days to furnish to the owner a purchaser or lessee on the same terms and conditions as made in the offer submitted by the owner and in the event the Association fails to act or waives the right of first refusal, the owner may thereupon sell or lease to the individual or individuals designated in the notice referred to above and only on the terms and conditions set out in said notice; provided, however, if the sale, lease, or conveyance is denied for 'good cause' as defined herein, the Association shall not be required to furnish such alternate transferee and the proposed sale, lease or conveyance shall be disapproved and shall not occur.

The right of first refusal granted to Association shall apply and shall be operative to any foreclosure or other judicial sale of a dwelling unit, and the title of the purchaser at foreclosure or judicial sale shall thereafter be subject to the right of approval and first refusal granted to Association pertaining to the lease, sale or other conveyance or transfer of such dwelling unit. The right of approval and first refusal granted to Association shall also further apply and shall be operative to a conveyance made by any owner of a dwelling unit to a Mortgage Company, Bank, Insurance Company, or Savings and Loan Association when said conveyance is made in lieu of foreclosure. In the case of gifts and inheritance, the owner acquiring title to a unit in such manner shall provide the Association notice of such transaction as provided above and such owner's continued ownership of the unit shall be subject to the approval of the Association.

(1) A fee of one hundred (\$100.00) dollars will be charged to process an application to purchase, transfer or lease a unit in the Condominium. The fee and the interview may be waived for repeat lessees in the Condominium.

(2) Mortgage:

No Unit Owner may mortgage his condominium parcel, or any interest therein, without the approval of the Association, except to a Mortgage Company, Bank, Life Insurance Company, or a Federal Savings and Loan Association. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld.

(3) Liens:

(a) Protection of Property:

All liens against a Unit other than for permitted mortgages, taxes or special assessments shall be satisfied, or otherwise removed, within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before they become delinquent.

(b) Notice of Lien:

A Unit Owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes and special assessments, within five (5) days after the lien attaches.

(c) Notice of Suit:

A Unit owner shall give notice to the Association of every suit, or other proceedings, which may affect the title to his unit; such notice to be given within five (5) days after the Unit Owner receives notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

(4) Judicial Sales:

No judicial sale of a Unit, or any interest therein, shall be valid unless:

(a) Approval of the Association:

The sale is to a purchaser approved by the Association, which approval shall be in recordable form, and shall be delivered to the purchaser and recorded in the public records of Palm Beach County, Florida; or said written approval by the Association will be in conformity with the paragraph of approval of the Association as set out above.

(b) Public Sale:

The sale is a public sale with open bidding; or

(c) Should the interest of any Unit owner become subject to a first mortgage

as security in good faith, or for value, the holder of such mortgage, upon becoming the owner of such interest, through whatever means, shall be subject to the provisions hereof regarding the Association's right of approval and right of first refusal.

(5) Unauthorized Transactions:

Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

(6) Compliance and Default:

Each Unit Owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. A default shall entitle the Association, or other Unit Owners, to the following relief:

(a) Legal Proceedings:

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association or, in a proper case, by an aggrieved Unit Owner.

(b) Negligence:

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act of neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit. Such expenses incurred by the Association, including any attorneys' fees, shall also be a special assessment against the Unit Owner's Unit subject to the recording and foreclosure of a lien in favor of the Association, which lien shall also secure all attorneys' fees and costs incurred by the Association.

(c) Cost and Attorneys' Fees:

In any proceeding arising because of an alleged default by a Unit Owner (and/or Unit Owner's family members, lessees, guests or invitees), the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court which attorneys' fees shall be a special assessment and lien against the Owner's Unit subject to foreclosure by the Association and securing all attorneys' fees and costs incurred by the Association.

(d) No Waiver of Rights:

The failure of the Association, or any Unit Owners, to enforce any covenants, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

(7.) Disapproval for Good Cause: Notwithstanding anything herein to the contrary, the time period to review and approve any notice of any sale, lease, gift or other conveyance or transfer of any use, possession or ownership interest in any unit shall not commence until all information, material, transfer fees and appearances have been provided, made or furnished to the Association. In addition, any such proposed transaction, or continued ownership or possession, may be disapproved for "good cause" as follows, in which event the Association shall not be obligated to exercise its right of first refusal to furnish an alternate of substitute purchasers, unit owner or lessee and the transaction shall not occur or the continued ownership or use of the unit shall terminate:

(a) The application for approval on its face indicates that the persons seeking approval or any intended occupant intends to conduct himself/herself/themselves in a manner inconsistent with the condominium documents;

- (b) The person seeking approval or any intended occupant has a history of disruptive behavior or disregard for the rights or the property of others;
- (c) The person seeking approval or any intended occupant have evidenced an attitude or disregard for the condominium documents, by his or her conduct in this Condominium as a lessee, owner or occupant of a unit;
- (d) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or has provided false information during the application process;
- (e) With respect to a prospective lessee, the Owner of the Unit is delinquent in the payment of assessments or other charges due the Association at the time the application is considered and the Unit owner does not bring the delinquency current (including any interest, late fees, costs and attorneys' fees also due and owing), within a time frame required by the Board of Directors.

G. Guests and Occupancy:

- (1) Unit Owners are responsible for guests' compliance with these and all rules.
- (2) A Guest Card will identify names of guests, whether each is over or under 55 years of age, and the dates of intended staying overnight.
- (3) At least one occupant must be 55 years or older, but exceptions are permitted under certain conditions when authorized in advance by the Association. Occupancy (including Unit Owners, guests and any other occupants) of two bedroom units shall be limited to six (6) people and of three bedroom units to eight (8) people at any time.
- (4) Guests Accompanied by Unit Owner:
 - (a) Unit Owners are responsible for completing a Guest Card and providing it to the Association before guests arrive.
 - (b) No time limit applies to visits of blood relatives (defined as parents, brothers, sisters, children and grandchildren of the Unit Owners) while the Unit Owner is present, but other house guests and all individuals under the age of 18 are limited to one 30 day visit during any 90 day period.
- (5) Guests Unaccompanied by Unit Owner:
 - (a) Unit Owners who lend their unit to friends or relatives must give two weeks prior notice in writing to the Association. Unit Owners will provide the Association with all the information required on a Guest Card for all guests occupying the unit, and must provide the guests with a copy of 'The Rules We Live By'.
 - (b) Occupancy of this type is limited to one 14 day visit per 90 day period, except for immediate blood relatives, defined only as parents, brothers, sisters, children and grandchildren or spouses thereof, of the Unit Owner(s) or the Unit Owner's spouse, provided that at least one such occupant is at least 55 years old. If a blood relative occupant is not at least 55 years old, then occupancy is limited to one 14-day visit per 90 day period per visiting family.
 - (c) Guests do not have the privilege of inviting other houseguests.
 - (d) The Association reserves the right, after prior written notification to the occupant, to inspect any unit believed to be occupied in violation of this provision.

H. Vehicles and Parking:

- (1) Unit Owners/renters are permitted to park only one passenger vehicle with a current license tag for each unit occupant licensed to operate a vehicle. Sport utility vehicles (SUVs) and minivans used for passenger purposes shall be regarded as passenger vehicles.
- (2) Each Unit has a designated parking place that is to be the first parking place used by a unit's occupants. Additional registered vehicles are to be parked in a 'visitor' parking place.
- (3) Storage of vehicles, registered or unregistered, that are not intended for regular use by occupants or guests for more than a 90 day period may be done only with prior written approval of the

Association, and a key to the vehicle must be provided to the Association in case it needs to be moved for maintenance of Association property.

(4) No vehicular repair work shall be done on Association property.

(5) While engaged in making deliveries or service calls, trucks and other commercial vehicles may be parked in visitor spots or designated areas for short periods, but not overnight.

(6) All vehicles parked on the Condominium property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the only remedy the Association can take.

(7) Without limiting the general provisions set forth above, the following types of vehicles are NOT permitted to park on the condominium property, except as provided by sub-paragraph 5 above:

Commercial vehicles of any type (including any vehicle with applied lettering that indicates the vehicle is used for a business purpose); motorcycles or other two-wheeled motorized vehicles; limousines or 'stretch' limousines; trucks of any type, including, without limitation, open-bed and fabric-covered-bed pick-up trucks; agricultural vehicles; dune buggies; any trailer or other device transportable by vehicular towing; semis, tractors or tractor-trailers; buses; travel trailers; boats and boat trailers with or without boats; vehicles which are not fully mechanically operable or not currently licensed for use; motorcycle delivery wagons; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatever, or incomplete buggies; swamp buggies; passenger automobiles that have been converted to a different type of vehicle by replacing the original body, or by modifying the exterior and/or interior of the vehicle.

28. This Article is intentionally left blank to prevent the need for renumbering this document.

29. CONDOMINIUM DOCUMENTS:

The documents which shall govern the condominium are:

A. This Declaration of Condominium, herein referred to as "The Declaration", which sets forth the nature of the property rights of Various Owners of the property in the condominium, and the covenants running with the land which affect such rights. All condominium documents shall be subject to the provision of this Declaration and survey consisting of five (5) pages, Exhibit A.

B. Articles of Incorporation of TIERRA DEL SOL CONDOMINIUM, INC., a non-profit corporation, by which the Owners of apartments will administer the condominium, Exhibit B.

C. By-Laws of TIERRA DEL SOL CONDOMINIUM, INC., Exhibit C.

D. The Rules and Regulations of the Association, sometimes referred to as "The Rules We Live By."

30. This Article is intentionally left blank to prevent the need for renumbering this document.

RESTATED ARTICLES OF INCORPORATION

OF

TIERRA DEL SOL CONDOMINIUM, INC.

A NON PROFIT CORPORATION

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation shall be TIERRA DEL SOL CONDOMINIUM, INC. For convenience, the corporation shall herein be referred to as the Association.

ARTICLE II - PURPOSE

The purpose for which the Association is organized is stated as follows:

1. A condominium known as "TIERRA DEL SOL CONDOMINIUM" is being constructed upon the following lands in Palm Beach County, Florida:

A parcel of land in the SW $\frac{1}{4}$ of Section 17, Township 47 South, Range 43 East, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said SW $\frac{1}{4}$ of Section 17, thence run North 89° 24' 25" West (on an assumed bearing 1136.37 feet along the South line of said SW $\frac{1}{4}$; thence run North 0° 35' 35" East 721.84 feet, to an intersection with the Southerly right of way line of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24, at Page 166 of the Public Records of Palm Beach County, Florida, thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line, to the Point of Beginning; thence run South 0° 39' 48" West 387.27 feet; thence run North 89° 20' 12" West 6 feet; thence run South 0° 39' 48" West 19.33 feet; thence run South 89° 20' 12" East 6 feet; thence run South 0° 39' 48" West 236.33 feet, to an intersection with a line 65 feet North of, as measured at right angles, and parallel to said South line of the SW $\frac{1}{4}$; thence run South 89° 24' 25" East 194.91 feet along said parallel line; thence run North 0° 39' 48" East 236.33 feet; thence run South 89° 20' 12; East 6 feet; thence run North 0° 39' 48" East 19.33 feet' thence run North 89° 20' 12: West 6 feet; thence run North 0° 39' 48" East 348.55 feet, to an intersection with said Southerly right of way line of N.E. 20th Street; thence run North 78° 10' 08" West 198.67 feet along said Southerly right of way line, to the Point of Beginning; Excepting therefrom that portion thereof described as follows;

Commencing at said Southeast corner of the SW $\frac{1}{4}$ of Section 17; thence run North 89° 24' 25" west 1136.37 feet along the South line of said SW $\frac{1}{4}$; thence run North 0° 35' 35" East 721.84 feet to an intersection with said Southerly right of way line of N.E. 20th Street; thence run South 78° 10' 08" East 71.37 feet along said Southerly right of way line; thence run South 0° 39' 48" West 178.61 feet to an intersection with a line 529.33 feet North of and parallel to said South line of the SW $\frac{1}{4}$; thence run South 89° 24' 25" East 64.56 feet along said parallel line to the Point of Beginning; thence continue South 89° 24' 25" East 64 feet along said parallel line; thence run South 0° 39' 48" West 354.35 feet, to an intersection with a line 174.98 feet, North of, as measured at right angles, and parallel to said South line of the SW $\frac{1}{4}$ of Section 17; thence run North 89° 24' 25" West 64 feet along said parallel line; thence run North 9° 39' 48" East 354.35 feet, to the Point of Beginning.

Said lands situate in Boca Raton, Palm Beach County, Florida.

2. The documents creating the condominium provide for the ultimate construction of 120 units upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

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

ARTICLE III - POWERS

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

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

2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs 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 reconstruction of improvements after casualty and the further improvement of the property.

(e) To make and amend reasonable rules and regulations respecting the use of the property in the Condominium and the Association Property (as defined by Chapter 718, Florida Statutes, and the Declaration of Condominium), provided, however, that all such regulations and amendments thereto shall be approved by not less than sixty-six and two-thirds (66-2/3%) percent of all voting owners present and voting, in person or by proxy, at a duly called meeting of the Association.

(f) To assign parking places to each owner of a condominium and to assign guest parking for convenience of owners' guests.

(g) To approve or disapprove of proposed purchasers, transferees, occupants, lessees and mortgagees of units.

(h) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provision of the Declaration of Condominium which governs the use of the land.

ARTICLE IV – MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows:

1. All owners of units in the condominium shall be members of the Association, and no other person or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the public records of Palm Beach County, Florida, of a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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 the units in the condominium.

4. Members of the Association shall be entitled to one vote for each unit owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

ARTICLE V – DIRECTORS

1. The affairs of the Association will be managed by a board of not less than five nor more than seven directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of five directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by 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.

3. 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:

MICHAEL AVIS	2440 E. Commercial Boulevard Fort Lauderdale, Florida
WILLIAM P. DOYLE	2440 E. Commercial Boulevard Fort Lauderdale, Florida
BARBARA AVIS	2440 E. Commercial Boulevard Fort Lauderdale, Florida
LUCY V. BROOKS	2440 E. Commercial Boulevard Fort Lauderdale, Florida
JANICE L. RUDOLF	2440 E. Commercial Boulevard Fort Lauderdale, Florida

ARTICLE VI – OFFICERS

The affairs of the Association shall be administered by officers elected by the board of directors at its first meeting following the annual meeting of the members of the Association which officers shall serve at the pleasure of the Board of Directors. The Names and addresses of the officers who shall serve until their successors are designed by the board of Directors are as follows:

President	MICHAEL AVIS 2440 E. Commercial Boulevard Fort Lauderdale, Florida
Vice President	WILLIAM P. DOYLE 2440 E. Commercial Boulevard Fort Lauderdale, Florida
Vice President	BARBARA AVIS 2440 E. Commercial Boulevard Fort Lauderdale, Florida
Secretary	LUCY V. BROOKS 2440 E. Commercial Boulevard Fort Lauderdale, Florida
Treasurer	JANICE L. RUDOLF 2440 E. Commercial Boulevard Fort Lauderdale, Florida

ARTICLE VII - 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 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, or any settlement thereof, whether or not he is a director or officer at that time such expenses are incurred, except in such cases wherein 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 herein 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 VIII - BY-LAWS

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

ARTICLE IX – AMENDMENTS

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

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.
2. A resolution approving a proposed amendment may be proposed by either the board of directors or by twenty (20) percent of the voting owners of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by a majority of the directors and by not less than sixty-six and two-thirds percent (66-2/3%) of all voting-owner present and voting, in person or by proxy, at a duly called meeting of the Association. Directors and voting-owners not present at the meeting considering the amendments may express their approval in writing.
3. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Palm Beach County, Florida.

ARTICLE X – TERM

The term of the Association shall be the life of the condominium unless the Association is terminated sooner by unanimous action of its members. The association shall be terminated by the termination of the condominium in accordance with the provision of the condominium documents.

ARTICLE XI – SUBSCRIBERS

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

MICHAEL AVIS	2440 E. Commercial Boulevard Fort Lauderdale, Florida
WILLAM P. DOYLE	2440 E. Commercial Boulevard Fort Lauderdale, Florida
BARBARA AVIS	2440 E. Commercial Boulevard Fort Lauderdale, Florida
LUCY V. BROOKS	2440 E. Commercial Boulevard Fort Lauderdale, Florida
JANICE L. RUDOLF	2440 E. Commercial Boulevard Fort Lauderdale, Florida

RESTATED BY-LAWS

of

TIERRA DEL SOL CONDOMINIUM, INC.

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

I. Identity.

These are the By-Laws of TIERRA DEL SOL CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the offices of the Secretary of State on _____, 1972. The Association has been organized for the purpose of administering a condominium upon the following lands in Palm Beach County, Florida:

Commencing at the Southeast corner of said SW $\frac{1}{4}$ of Section 17 thence run North $89^{\circ} 24' 25''$ West (on an assumed bearing) 1136.37 feet along the South line of said SW $\frac{1}{4}$; thence run North $0^{\circ} 35' 35''$ East 721.84 feet, to an intersection with the Southerly right of way line of N.E. 20th Street, as shown on the plat of Winfield Park Unit 1, as recorded in Plat Book 24, on Page 166 of the Public Records of Palm Beach County, Florida; thence run South $78^{\circ} 10' 08''$ East 71.37 feet along said Southerly right of way line, to the Point of Beginning; thence run South $0^{\circ} 39' 48''$ West 387.27 feet; thence run North $89^{\circ} 20' 12''$ West 6 feet; Thence run South $0^{\circ} 39' 48''$ West 19.33 feet; thence run South $89^{\circ} 20' 12$ East 6 feet; thence run South $0^{\circ} 39' 48''$ West 236k.33 feet, to an intersection with a line 65 feet North of, as measured at right angles, and parallel to said South line of the SW $\frac{1}{4}$; thence run South $89^{\circ} 24' 25''$ East 194.91 feet along said parallel line; thence run North $0^{\circ} 39' 48''$ East 236.33 feet; thence run South $89^{\circ} 20' 12''$ East 6 feet; thence run North $0^{\circ} 39' 48''$ East 19.33 feet; thence run North $89^{\circ} 20' 12''$ West 6 feet; thence run North $0^{\circ} 39' 48''$ East 348.35 feet, to an intersection with said Southerly right of way line of N.E. 20th Street; thence run North $78^{\circ} 10' 08''$ West 198.67 feet along said Southerly right of way line, to the Point of Beginning; Excepting therefrom that portion thereof described as follows:

Commencing at said Southeast corner of the SW $\frac{1}{4}$ of Section 17; thence run North $89^{\circ} 24' 25''$ West 1136.37 feet along the South line of said SW $\frac{1}{4}$; thence run North $0^{\circ} 35' 35''$ East 721.84 feet to an intersection with said Southerly right of way line of N.E. 20th Street; thence run South $78^{\circ} 10' 08''$ East 71.37 feet along said Southerly right of way line; thence run South $0^{\circ} 39' 48''$ West 178.61 feet to an intersection with a line 529.33 feet North of and parallel to said South line of the SW $\frac{1}{4}$; thence run South $89^{\circ} 24' 25''$ East 64.56 feet along said parallel line, to the Point of Beginning; thence continue South $89^{\circ} 24' 25''$ East 64 feet along said parallel line; thence run South $0^{\circ} 39' 48''$ West 354.35 feet, to an intersection with a line 174.98 feet, North of, as measured at right angles, and parallel to said South line of the SW $\frac{1}{4}$ of Section 17; thence run North $89^{\circ} 24' 25''$ West 64 feet along said parallel line; thence run North $0^{\circ} 39' 48''$ East 354.35 feet, to the Point of Beginning.

Said lands situate in Boca Raton, Palm Beach County, Florida.

1. The office of the Association shall be at 250 N.E. 20th Street, Boca Raton, Florida, until changed in writing by proper notice to all directors and owners of condominium units.
2. The fiscal year of the Association shall be from March 1 through February 28/29 of the succeeding year.

3. The seal of the corporation shall bear the name of the corporation, the word, "Florida", the words "Corporation Not For Profit" and year of incorporation, an impression of which is as follows:

II. Members.

1. The annual members' meeting shall be held at a convenient location selected by the Board of Directors each year on a day and date around mid-February, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

3. Notice of all members' meetings stating the time and place, and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership, in person or by proxy. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

5. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

8. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

III. Directors.

1. The Board of Directors will consist of five members. Each member of the Board of Directors shall be either the owner of an unit or have an interest therein. Each member of the Board of Directors shall be either the record owner of a Unit or such owner's spouse.
2. Election of directors shall be conducted at the annual meetings and the five (5) nominees for office of Director receiving the highest number of votes shall comprise the Board of Directors for the following fiscal year. There shall be no cumulative voting. The term of Directors shall be for two years. Starting with the election for the fiscal year of 2002, two of the five (5) elected Directors, those receiving the highest number of votes, shall serve two year terms. The remaining three elected Directors shall serve a one (1) year term. All directors elected to the Board thereafter shall serve a term of two (2) years. In the event of a Director's resignation, the Board appointee shall serve the remainder of the term.
3. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
4. The organization 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 organization meeting shall be necessary providing a quorum shall be present.
5. Regular meetings of the Board of Directors will be held in the clubhouse every month during January through April, and at least twice during the period from May through December, at such time 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 e-mail at least 48 contiguous hours prior to the time named for such meeting unless such notice is waived.
6. All meetings of the directors will 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. Notice of any meeting can be done personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting, and such notice shall be posted conspicuously on the condominium property, or in any other manner as may be provided for under Florida Statutes, as may be amended from time to time.
7. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
8. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute 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 until a quorum is present. At any 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.
9. The presiding officer of directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.
10. Directors' fees, if any, shall be determined by the members.
11. A director may be removed for cause or for the failure to be either the owner of a condominium unit, have an interest therein, or, in the event of corporate ownership, to be an officer or designated agent thereof. The removal of a director pursuant to this paragraph shall be by the majority vote of the remaining Board Members at a special meeting called for that purpose. In the alternative, directors may be removed upon the affirmative vote of two-thirds of the members of the Association at a special meeting called for that purpose.

12. When a vacancy occurs on the Board of Directors between Annual Meetings the remaining directors shall have the right to select a replacement from the voting members.

13. A director or officer more than 90 days delinquent in the payment of regular and special assessments, all late charges and fines shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

14. A director or officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office creating a vacancy in the office to be filled according to law. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, should the charges be resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

IV. Powers and duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by unit owners when such is specifically required. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction of improvements after casualty and the further improvements of the property.
5. To make and amend reasonable rules and regulations respecting the use of the property in the condominium; provided, however, that directors not present at meetings considering such regulations or amendments thereto may express their approval in writing.
6. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.
 - a. A fee of one hundred (\$100.00) dollars will be charged in connection with the processing of an application of a lessee or purchaser of a unit in the condominium, or such other amount as may be permitted by Florida Statutes, as may be amended from time to time. If the application is approved, the fee and/or the interview may be waived for repeat lessees in the condominium.
7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations for the use of the property in the condominium.
8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.
9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.
10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.
11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.
12. To employ personnel for reasonable compensation to perform the services required for proper administration for the purposes of the Association.
13. To develop and maintain policies and procedures for purchasing goods and/or services that ensure PRIOR approval by two (2) Board members before any goods or services valued in excess of \$500

are contracted for or bought, and that ensures that documentation is present and complete for such purchases, and the goods purchased or delivered or services rendered are as intended before any payment is authorized.

14. The Board of Directors will not use the fourteen (14) votes belonging to the units specified in the Declaration of Condominium, Article 7 (known as the laundry and storage rooms) for any purpose.

V. Officers.

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

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

3. The Vice President shall in the absence of disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

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

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. Officers shall not be entitled to compensation for services as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

VI. 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:

1. The Association shall comply with all the requirements under Section 718.111 of the Florida Statutes.

2. Budget.

(a) The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items.

(1) General expense budget:

- (i) Maintenance and operation of general common areas: Club house, landscaping, office and shop, streets and walkways, swimming pool
- (ii) Utility services
- (iii) Casualty insurance

(iv) Liability insurance
(v) Administration
(vi) Fees for professional services including but not limited to accountant, attorney, management company, etc.

(b) Copies of the budget and proposed assessments shall be transmitted to each member in accordance with Section 718.112 of the Florida Statutes.

The depository of the Association shall be such bank or banks 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 such accounts shall be only by checks signed by such persons as are authorized by the directors.

Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be in accordance with Florida Statutes 718.111(11), as amended from time to time, but shall provide no less than the amount of the maximum funds that will be in the custody of the association or its management agent at any one time. The premiums on such bonds shall be paid by the Association.

VII. Parliamentary Rules.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of the State of Florida.

VIII. Amendments.

Amendments to the By-Laws shall be proposed and adopted in the following manner:

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.
2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and sixty-six and two-thirds (66-2/3%) of all voting-owners present and voting, in person or by proxy, at a duly called meeting of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.
3. Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.
4. Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of TIERRA DEL SOL CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors on May 23, 1972, a corporation to be formed.

WITNESS my signature hereto this 1st day of October, 2009, at Boca Raton Palm Beach County, Florida.

TIERRA DEL SOL CONDOMINIUM ASSOCIATION, INC.

Carrie Ann Sparkman
Witness
Carrie Ann Sparkman
(PRINT NAME)

By: John Donovan
President

Witness
(PRINT NAME)

Attest: _____
Secretary

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 1st day of October 2009, by John Donovan and _____, as President and _____, respectively, of **Tierra Del Sol Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Suzanne M. Jordahl (Signature)
Suzanne M. Jordahl (Print Name)
Notary Public, State of Florida at Large

