

**PINE RIDGE SOUTH II
CONDOMINIUM ASSOCIATION INC.
A 55 AND OLDER COMMUNITY
200 PINE HOV CIRCLE
GREENACRES, FL 33463**

Phone: (561) 439-6949 E-mail: PRSV2CONDO@BELLSOUTH.NET Fax: (561) 439-5735

Dear Unit Owner:

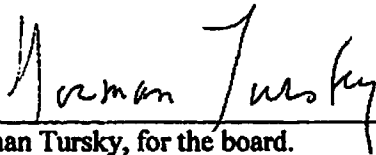
Enclose are your copies of the **RECORDED** Association approved Second Amended and Restated Declaration of Condominium, By-Laws and Articles of Incorporation. Also included is the 2009 Board approved updated Rules and Regulations.

The Second Amended and Restated governing documents incorporate all of the amendments that have been enacted since 1989, removes obsolete language and bring the documents into conformity with current law. These documents were approved at an association meeting on February 25, 2009.

The updated Rules and Regulations incorporates all Rules and Regulations passed since 2006, removes obsolete rules and regulations and bring this document into conformity with the Updated and Restated documents. This document was approved at a duly noticed special meeting of the Board of Directors on April 13, 2009.

Please review and familiarize yourself with these documents and replace all your existing documents with these Second Amended and Restated documents.

Respectfully,



Norman Tursky, for the board.

**INDEX TO SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.**

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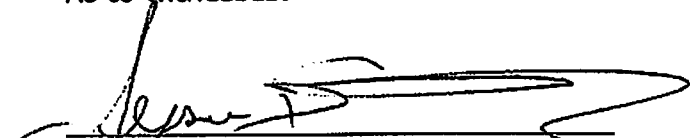
**CERTIFICATE OF AMENDMENT TO THE
 AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
 PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the Second Amended and Restated Articles of Incorporation of Pine Ridge South II Condominium Association, Inc. attached as Exhibit "1" to this Certificate were duly adopted by the members as amendments to the Amended and Restated Articles of Incorporation of Pine Ridge South II Condominium Association, Inc. The amendments were duly adopted by the members at a meeting of the members and in accordance with the provisions of the Amended and Restated Articles of Incorporation. The Amended and Restated Articles of Incorporation of Pine Ridge South II Condominium Association, Inc., are recorded in Official Records Book 6145, Page 0873, et seq., Public Records of Palm Beach County, Florida

DATED this 12 day of June, 2009.

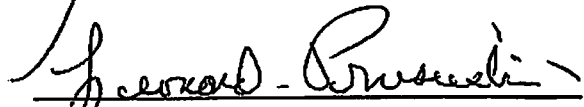
As to witnesses:

PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.



 Witness

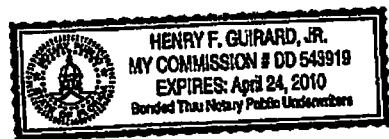
BY: Norman Tursky
 Norman Tursky, as Second Vice President

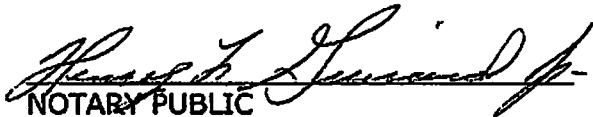


 Witness

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12th day of June, 2009, by Norman Tursky, as Second Vice President of Pine Ridge South II Condominium Association, Inc., who affirmed that the said execution was made freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or produced _____ as identification. He did not take an oath.





 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

(SEAL)

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.0201 (4), Florida Statutes, the Articles of Incorporation of PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, are hereby amended and restated in their entirety. The Second Amended and Restated Articles of Incorporation of PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC., shall henceforth be as follows:

ARTICLE I

NAME AND ADDRESS

The name and address of the corporation, herein call the "Association" is PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC., and its address is 200 Pine Hov Circle, Greenacres, Florida. 33463.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Second Amended and Restated Declaration of Condominium of PINE RIDGE SOUTH II, a CONDOMINIUM, as the "Declaration"; these Second Amended and Restated Articles of Incorporation as the "Articles"; and the Second Amended Restated By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated herein by reference.

ARTICLE III

PURPOSE AND POWERS

Section 3.1. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Pine Ridge South II, a Condominium, located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director, or officer.

Section 3.2. **Powers.** For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration, the By-Laws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including, but not limited to:

- A. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- B. To protect, maintain, repair, replace and operate the Properties.
- C. To purchase insurance upon the Properties for the protection of the Association and its members, as required by law.
- D. To reconstruct improvements after casualty and to make further improvements of the Properties, subject to any limitations contained in the Declaration.
- E. To make, amend, and enforce reasonable rules and regulations governing the use of the Properties, including the Units and the operation of the Association.
- F. To approve or disapprove the transfer, leasing and occupancy of Units, as provided in the Declaration.
- G. To enforce the provisions of the Condominium Act, the Condominium Documents and any Rules and Regulations of the Association.
- H. To contract for the management and maintenance of the Condominium and the Properties, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
- I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- J. To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, or if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.
- K. To borrow money without limit as to amount if necessary to perform its other functions hereunder.
- L. To contract for cable television service for the Condominium, which contract shall be made by the Board of Directors without approval of the Owners. Notwithstanding any provision in the Declaration to the contrary, the Association is authorized to contract for bulk rate cable and satellite television and other telecommunications services, including, but not limited to, security, internet, telephone and other broadband services, and the charge for such services shall be assessed as a common expense and such common expense assessments shall be allocated equally to all unit owners. Any such bulk rate contract shall provide that any hearing impaired or legally blind owner or occupant who does not occupy the unit with a non-hearing impaired or sighted person may discontinue the service without

incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the Association shall not be required to pay any charge related to such units.

Sections 3.3. Funds and Properties. All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. Shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership.

- A. The members of the Association shall be the record owners of a fee simple interest in Units in the Condominium, as further provided in the By-Laws.
- B. After receiving approval of the Association as required by the Declaration, a change of membership shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other similar instrument and by the delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

Section 4.2. Voting. The owners of each Unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board consisting of nine (9) Directors. Directors must be a member of the Association or a spouse of a member residing with the member, or a non-Owner resident who has resided in the Condominium at least two (2) years prior to the Annual Meeting. Other provisions regarding qualifications of Directors are contained in the By-Laws. Co-owners of a unit may not serve as members of the Board at the same time.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718, 617, and 607, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to (A) approval by Unit Owners, when such approval is specifically required in the Condominium Documents or the Condominium Act; and/or (B) action by the Executive Committee, if any in the manner as provided for in the By-Laws.

Sections 5.3. Election: Removal. Subject to the provisions contained in Section 5.4 next below, Directors of the Association shall be elected at the Annual Meeting of the members in the manner determined by and subject to the qualifications set forth in these Articles and 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 and the Condominium Act.

Section 5.4. Current Directors (in Office as of the Date of Filing these Articles). The names and addresses of the members of the current Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JACK O'CONNOR	220-D1 Pine Hov Circle Greenacres, FL 33463
DON FIORINI	226-C1 Pine Hov Circle Greenacres, FL 33463
DIANNE TUTEN	222-C1 Pine Hov Circle Greenacres, FL 33463
GAIL LLEWELLYN	235-D1 Pine Hov Circle Greenacres, FL 33463
WILLIAM PARKES	227-C2 Pine Hov Circle Greenacres, FL 33463
NORMAN TURSKY	230-B1 Pine Hov Circle Greenacres, FL 33463
RALPH MERCURIO	219-D2 Pine Hov Circle Greenacres, FL 33463
DOMINIC VILLANI	225-B1 Pine Hov Circle Greenacres, FL 33463
EDWARD WHITTIER	234-D2 Pine Hov Circle Greenacres, FL 33463

ARTICLE VI

OFFICERS

Section 6.1. Officers. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. Any Officer may be removed prior to the expiration of his/her term of office in the manner set forth in the By-Laws.

Section 6.4. Current Officers (in Office as of the Date of Filing these Articles) The names and addresses of the current officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JACK O'CONNOR PRESIDENT	220-D1 Pine Hov Circle Greenacres, FL 33463
DON FIORINI FIRST VICE-PRESIDENT	226-C1 Pine Hov Circle Greenacres, FL 33463
DIANNE TUTEN SECOND VICE-PRESIDENT	222-C1 Pine Hov Circle Greenacres, FL 33463
GAIL LLEWELLYN SECRETARY	235-D1 Pine Hov Circle Greenacres, FL 33463
WILLIAM PARKES TREASURER	227-C2 Pine Hov Circle Greenacres, FL 33463

ARTICLE VII

INDEMNIFICATION

Section 7.1. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or

C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

Section 7.2. It is specifically recognized and agreed that the protections of this Section shall fully apply in connection with any suit or legal (including Administrative) proceeding arising out of or connected with the ACT or the decisions or recommendations of the Directors, Officers or committee members to disapprove transfers by reason of age; however, this Article VII shall not apply to protect the Directors, Officers or committee members where they knew or had reason to know that the Condominium was not exempted from the ACT by EXEMPTION THREE.

Section 7.3. The Association shall, at the Association's expense, and if available purchase insurance to protect the persons referred to in this Article VII.

ARTICLE VIII

BY-LAWS

The Second Amended and Restated By-Laws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded in the manner provided in the By-Laws.

ARTICLE IX

AMENDMENTS

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

Section 9.1. Proposal. Amendments to these Articles may be proposed by the Board of Directors or by written petition signed by the owners of one-fourth (1/4) of the Units.

Section 9.2. Procedure; Notice and Format. Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. A fair statement of any proposed amendments shall be included in the notice of the Owners' meeting at which the proposed amendments are to be considered by the Owners.

Section 9.3 Vote Required. Except as otherwise provided by Florida Law, these Articles may be amended by concurrence of a majority of the voting interests of the entire membership of the Association.

Section 9.4 Proviso. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

Section 9.5 Recording and Effective Date. A copy of each Amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Palm Beach County, Florida. The Amendment shall be effective upon recording in the Public Records of Palm Beach County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

Prior to the filing of these Articles, the Registered Agent for the Association was Dianne Tuten, and the Registered Office of the Registered Agent was 222 Pine Hov Circle C1, Greenacres, Florida 33463. The Registered Agent for the Association is hereby changed to Property Management Resources, Inc., and the Registered Office is hereby changed to 4000 South 57th Avenue, Suite 101, Lake Worth, Florida 33463.

CERTIFICATE OF ADOPTION OF THE SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

THE UNDERSIGNED, being the duly elected and acting President and Secretary of the Association hereby certify that the foregoing was approved by a majority of the entire Board of Directors on January 7, 2009 at a special Board Meeting called for the purpose, with a quorum present and was approved by the required percentage of voting interests of the membership of the Association on February 25, 2009, at an Owners' Meeting called for the purpose, with a quorum present.

The foregoing both amend and restate the Articles of Incorporation in their entirety.

WITNESS my signature and official seal at CLAYMONT in the County of NEWCASTLE, State of ~~Pennsylvania~~, the day and year last aforesaid
DELAWARE



Diane Gooding
NOTARY PUBLIC, State of ~~Pennsylvania~~ at Large
DELAWARE

My Commission Expires: DIANE GOODING
Notary Public - State of Delaware
My Comm. Expires May 12, 2011

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent to accept service of process of PINE RIDGE II CONDOMINIUM ASSOCIATION, INC. at the place designated in these Articles, I agree to act in the capacity and I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties.

DATED THIS 14th day of July, 2009.

[Signature]
REGISTERED AGENT

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PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION.INC.

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CERTIFICATE OF AMENDMENT TO THE
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I HEREBY CERTIFY that the Second Amended and Restated By-Laws of Pine Ridge South II Condominium Association, Inc. attached as Exhibit "1" to this Certificate were duly adopted by the members as amendments to the Amended and Restated By-Laws of Pine Ridge South II Condominium Association, Inc. The amendments were duly adopted by the members at a meeting of the members and in accordance with the provisions of the Amended and Restated By-Laws. The Amended and Restated By-Laws of Pine Ridge South II Condominium Association, Inc., are recorded in Official Records Book 6145, Page 0882, et seq., Public Records of Palm Beach County, Florida.

DATED this 1st day of June, 2009.

As to witnesses:

PINE RIDGE SOUTH II CONDOMINIUM
 ASSOCIATION, INC.

[Signature]
 Witness

BY: [Signature]
 Norman Tursky, Second Vice President

[Signature]
 Witness

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12th day of June, 2009, by Norman Tursky, as Second Vice President of Pine Ridge South II Condominium Association, Inc., who affirmed that the said execution was made freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or produced _____ as identification. He did not take an oath.

[Signature]
 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

(SEAL)



SECOND AMENDED AND RESTATED BY-LAWS
OF
PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

Section 1. **GENERAL.** These are the Second Amended and Restated By-Laws of PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC. hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior By-Laws, with amendments thereto, are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Association is at 200 Pine Hov Circle, Greenacres, Florida 33463.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions set forth in the Declaration of Condominium shall apply to terms used in these By-Laws.

Section 2. **MEMBERSHIP AND VOTING RIGHTS.**

2.1 **Qualifications.** The members of the Association shall be the owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation. In the case of a Unit subject to a recorded agreement for deed, the contract vendee shall be deemed the Owner of the Unit for purposes of determining membership and use rights. In the case of a life estate, only the life tenant (for the duration of his/her life) shall be deemed the member of the Association. Membership shall become effective upon the occurrence of the later to occur of the following events:

- A. Recording in the Public Records of a deed or other instrument evidencing legal title to the Unit in the member.
- B. Approval of the Board of Directors, as provided for in Section 14 of the Declaration of Condominium.

The new record owner shall also deliver to the Association, a copy of the recorded deed or other instrument evidencing title; however, failure of the new record Owner to do so shall not deprive the new record Owner of membership in the Association.

2.2 **Voting Interests.** The members of the Association are entitled to one (1) vote for the Unit owned by them. The total number of possible votes (the "voting interests") shall equal the total number of Units. The vote of a Unit is not divisible. If a Unit is owned by one natural person, his

right to vote shall be established by a record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record Owners. A voters registration card must be supplied to the Association designating which of the owners is authorized to cast the vote for that unit. If no registration card is filed, the vote of the unit will not be counted nor shall the presence of such owners at a meeting be considered in determining whether a quorum requirement has been met. Votes may be cast for Units owned under a trust arrangement, by any trustee. Votes may be cast for Units owned by an estate in probate, by any personal representative of the estate.

2.3 Closing the Records. The record of Owners shall be closed against any new transfers of ownership preceding any meeting of the Association, on the date of mailing of notice of the particular meeting. Only members of the Association as of that date shall be entitled to notice of the meeting. The Owners' record book will then again be re-opened after the meeting has been adjourned.

2.4 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required or permitted by law.

2.5 Change of Membership. Upon written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.6 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Palm Beach County, Florida, each year during the month of February at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

3.2 Special Members Meeting. Special members meetings must be held whenever called by the President or by a majority of the Board of Directors, and must be promptly called by the President upon receipt of a written petition signed by at least ten per cent (10%) of the voting interests. Such petition shall state the purpose(s) of the meeting; and the business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

3.3 Notice of Members' Meetings: Waiver of Notice. Notice of all Annual and Special members meetings must state the time, date, and place of the meeting. Notice of all meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association, and an affidavit of the Officer, manager or other authorized person making such mailing shall be retained in the Association records as proof of such mailing. Notice of a members meeting may, alternatively,

be delivered in person if a written waiver of mailing is obtained. The member is responsible for providing the Association with any change of the member's address. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting. Attendance at any members meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. Notice of a meeting of the members (annual or special), specifically incorporating an identification of agenda items, stating the time, place and purpose(s) for which the meeting is called, shall be posted in a conspicuous place on the Properties at least fourteen (14) days prior to the meeting.

3.4 Quorum. A quorum at member meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the voting interests of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a higher vote is required by law or any provision of the Condominium Documents.

3.6 Proxies. Votes may be cast at a meeting in person or by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must in writing, dated, and signed by the person authorized to cast the vote for the Unit; it must specify the date, time and place of the meeting for which it is given; and the original must be delivered to the Secretary at or before the adjournment of the particular meeting. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Notwithstanding the foregoing, if a Unit is owned by the Association, a vote may not be cast for that Unit and it may not be counted toward a quorum.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to a later date by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.8 Order of Business. The order of business at annual members meetings, and, if applicable, at other members meetings, shall be substantially as follows:

- A. Call to order by the President (or other Officer in the absence of the President)
- B. Collect ballots not yet cast
- C. Appointment of a Chairperson, only if the President is absent; otherwise, the President chairs the meeting
- D. Announcement of inspectors of Election and/or Parliamentarian

- E. Election of Directors
- F. Proof of notice of meeting or waiver of notice and certification of quorum
- G. Minutes of last members meeting – read or waive reading
- H. Reports of Officers
- I. Reports of Committees
- J. Unfinished business
- K. New Business
- L. Adjournment

3.9 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Such minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

3.10 Voting By Written Agreement. The membership may vote by written agreement in lieu of a meeting on any matter on which a membership vote is required by the Declaration of Condominium, Articles of Incorporation or these By-Laws or the Condominium Act, notwithstanding that such provision may specifically require a meeting of the owners, such agreement and vote to be conducted in the manner prescribed in the applicable provisions of Chapter 617, Florida Statutes, as same may be amended from time to time.

Section 4. BOARD OF DIRECTORS.

The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the condominium Documents shall be exercised by the Board, subject to approval or consent of the Unit Owners only when such is specifically required.

4.1 Number and Terms of Service.

A. **Number and Staggered Board.** The number of Directors which shall constitute the whole Board of Directors shall be nine (9). In order to provide for a continuity of experience, a system of staggered terms was established in 1987. Five (5) Directors shall be elected in odd numbered years, and four (4) Directors shall be elected in all even numbered years. The members voted in 2008 to retain the system of staggered terms.

B. Term. All Directors shall be elected for two (2) year terms, and shall so serve until his successor is duly elected, unless he sooner resigns, is deemed to have abandoned the office for being more than 90 days delinquent in the payment of regular assessments, or is recalled pursuant to section 4.4 below.

4.2 Elections. At each annual meeting (or special meeting in the event of recall), the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Directors shall be elected in the manner prescribed in the Condominium Act and Florida Administrative Code, as both may be amended from time to time. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one (1) vote for any candidate, it being the intent hereof that voting in the election of Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that any tie vote shall be declared by the flip of a coin.

4.3 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4 below, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall serve the balance of the unexpired term of the Board member whose departure created the vacancy. Any Director or Officer of the corporation may resign at any time, by instrument in writing or at any meeting of the Board of Directors. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting of the membership called for that purpose.

- A. By Written Agreement. If a proposed recall is sought by written agreement, the agreement must list by name each member of the Board being recalled. Furthermore, the agreement shall also designate a representative to receive pleadings, notices, or other papers on behalf of the Owners executing the agreement in the event that the Board determines not to certify the written agreement to recall and files a petition for binding arbitration. If the agreement is certified by the Board of Directors, the vacancies shall be filled in the manner set forth in the Condominium Act and Florida Administrative Code, as both may be amended from time to time.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests. The notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board member, subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice. The meeting must be held not less than ten (10) days nor more than sixty (60) days from the date notice is given. The first order of business, upon the determination that a quorum exists, shall be the election of a presiding officer for that meeting who shall be a person other than a Director subject to that recall.

During the meeting to recall one or more members of the Board, the Owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers, on behalf of the petitioning Owners in the event that the vote at the meeting is disputed and a petition for arbitration is filed. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. Any vacancies resulting by reason of recall at the meeting, shall be filled by the members of the Association at that meeting.

4.5 Meeting of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of new Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the Annual Meeting at which they are elected.
- B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Directors. In addition, if twenty percent (20%) of the total voting interests petition the Board of Directors to address an item of business, the Board shall at its next regular board meeting or at a special meeting of the Board of Directors, but not later than 60 days after receipt of the petition, place the item on the agenda.

4.6 Notice of Board Meetings.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, facsimile, electronic mail, or any other electronic means and shall be transmitted at least three (3) days prior to the meeting: notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all special meetings shall state the purpose of the meeting.
- B. Waiver of Notice. Any Director may waive notice of a Board meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- C. Notice to Owners. Notices of all Board meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance, except in an emergency. Notices of regular meetings shall incorporate an identification of agenda items. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be considered shall be mailed or hand delivered to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days

prior to the meeting. Notice of any Board meeting where regular or special assessments against Units are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature, estimated cost, and description of the purposes for the assessments.

D. All meetings of committees, not authorized to take final action on behalf of the Board of Directors, or, make recommendations to the Board of Directors regarding the budget, shall be exempt from the requirements in section 718.112, Florida Statutes.

4.7 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors. Members of the Board of Directors may participate in any meeting of the Board or Executive Committee, by means of conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means will be deemed equivalent to presence in person.

4.8 Voting by Directors.

A. **Vote required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or secret ballot at Board meetings.

B. **No Presumption of Assent.** A Director who is present at a meeting of the Board, inclusive of the President, shall be deemed to have taken no position on any action taken, unless he voted against such action because of an asserted conflict of interest.

4.9 Meeting Open to the Members. Meeting of the Board of Directors shall be open to all members to attend and observe. Members shall have the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of member statements.

4.10 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be

- A. Calling of roll
- B. Proof of notice or meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of Officers and committees
- E. Election of Officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder In Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. However, it shall be necessary to give notice of the date, time and place of its continuance to the Owners as set forth in Section 4.6.C above. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

4.14 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such costs, not to exceed the limitations imposed by law from time to time. Such minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.15 Committees.

A. Standing and Special Committees. The Board of Directors, by resolution, may appoint Committees to assist in the conduct of the affairs of the Association.

B. Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to:

- (1) determine the common expenses required for the operation of the Association and the Condominium;
- (2) determine the assessments payable to the Owners to meet the common expenses of Association;
- (3) adopt or amend Rules and Regulations;
- (4) purchase or lease real property in the name of the Association;
- (5) approve or recommend to Owners any actions or proposals required by the Condominium Documents to be approved by the Owners; and

(6) fill vacancies on the Board of Director or the Executive Committee. Vacancies on the Executive Committee shall be filled only by resolution of a majority of the entire Board of Directors.

(7) Those matters as prohibited by law, from time to time.

4.16 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the Circuit Court in and for Palm Beach County, Florida, for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the member shall personally deliver or mail to the Association and all Unit Owners by certified mail and post conspicuously on the Condominium Property, a notice in the form prescribed by law describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, all Unit Owners shall be given written notice of the appointment and the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum and the court relieves the receiver of the appointment.

Section 5. OFFICERS.

5.1. Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the entire Board. Any Officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. Any person except the President may hold more than one (1) office. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the power of the President, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "Disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the President to effect a particular duty under question, incident to the office of the President.

5.4. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in

a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain a proper roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5. Treasurer. The Treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers of such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS.

Neither Directors, Officers, nor committee members shall receive compensation of their services unless compensation is approved by a majority of the voting interests of all members of the Association, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or committee member for the management of the Condominium, or for any other service to be supplied by such Director, Officer or committee member, provided the Association complies with the provisions of 718.3026, Florida Statutes, as same may be amended from time to time. Directors and Officers shall be compensated for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration of Condominium shall be supplemented by the following provisions:

7.1 Percentage of Sharing Assessments. Each Owner's share of the assessment shall be equal to that Owner's undivided share in the common elements and common surplus.

7.2 Annual Budget. The Board of Directors shall adopt an annual budget for common expenses for each fiscal year. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting and including the information required by section 4.6 above for notices regarding assessments shall be mailed to or served on the Owner of each Unit and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3. Reserves.

- A. Statutory Reserves of Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act. These accounts shall include, but are not limited to roof replacement, building painting,

pavement resurfacing, pool repairs/replacements, and all other building components required by the Condominium Act and Administrative Rules. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be fully funded unless a majority of the voting interests present in person or by proxy at a duly called meeting vote to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in 7.2 above. Reserves funded under this Section 7.3.A shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present in person and by proxy at a members meeting called for that purpose. Proxies prepared for the purpose of waiving or reducing the funding of reserve or using existing reserve funds for purposes other than purposes for which the reserves were intended shall include the statutory disclosure notice.

B. Non-Statutory General Reserves. In addition to the Statutory reserves provided in 7.3.A above, if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments; however these reserve funds must be used only for the purposes for which they were collected unless their use for other purposes is first approved by a vote of the members in the same manner as for statutory reserves. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year and members shall have the same right to vote to waive or reduce funding of any non-statutory general reserves in the same manner as statutory reserves.

7.4. Annual Assessments. Annual assessments based on the adopted budget shall be paid in quarterly installments in advance, due on the first days of January, April, July and October of each year. One written notice of annual assessment shall be provided to all members, prior to January 1 of the particular year; no other notices need be given by the Association. Written notice of each quarterly installment shall be sent to all members prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted at the time the first quarterly installment for that year is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due quarterly installment.

7.5 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The total of all special assessments made in any fiscal year shall not exceed fifteen (15%) percent of the total annual budget for that year, including reserves, unless a majority of the voting interests present in person and by proxy at a meeting first consent. The notice of any special assessment which has been levied must contain a statement of the purpose(s) of the assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice. In the event that the funds are used for the specific purpose or purposes and excess funds remain, the excess funds will be retained by the

Association as part of the common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit toward future assessments. However, if the funds are not used at all for specific purpose(s) stated in the notice; then those funds not so used, in the stated amount, shall be returned to the Owners.

7.6 Depository. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

7.7 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all directors and employees of the Association handling or responsible for Association funds, as well as any management company personnel handling funds of the Association, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be paid by the Association, except that in the case of a management company, the Association shall be entitled to provide in its contract that the management company shall bear the cost of the bonding of management company personnel.

7.8 Financial Information. The Board of Directors shall cause the books and records of the Association to be audited, which audit shall be completed and mailed to all Owners not later than ninety (90) days after the close of each fiscal year. This requirement may be waived only as provided in the Condominium Act and Administrative Rules.

7.9 Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors, except that any lease security deposit received pursuant to Section 13.5 of the Declaration shall be deposited into a separate bank account in a non-interest bearing account in the name of the Association.

7.10. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7.11. Annual Election of Income Reporting Method. The Board of Directors shall make a determination annually, based on competent advice, whether it shall cause the Association's income to be reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120) or the "alternative" method (Federal Tax Form 1120 H), according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Board of Directors may impose fines on any Owner and Unit for any violation of the Condominium Documents and Rules and Regulations; as amended from time to time; and/or violations of the Condominium Act; by Owner or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc.

8.2 Owner is Liable. Each and every said violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in the fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), servant(s) etc. As such, the Owner is responsible for the actions or the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen (14) days written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting of a Committee selected by the Board ("Hearings Committee") at which meeting the Committee shall determine whether the Owner (for himself/herself, guest, family, lessee, agent, servant, etc.) and his Unit, is guilty of the violation, and if so, shall impose a fine for the violation.

8.4 Level of Fines and Record Keeping. The Board of Directors shall set a schedule of fines for violations of the Condominium Documents and Rules and Regulations and law. The fine for any separate violation shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law from time to time. The Association shall maintain a file of all notices issued and findings of the Board or Hearing Committee in order that a record of offenses and offenders may be kept.

8.5 Hearing Before the Hearing Committee.

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material consideration by the Association.
- B. Failure of the Owner or the violator in question to appear at the scheduled meeting shall result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine shall be levied.
- C. The decision of the Committee shall be final.

The Board of Directors or Hearings Committee shall be permitted to mail the following type of notice, supplying the following information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.

8.6 Fine is a Charge. Once a fine is deemed to be owing, the fine shall be a Charge against the Owner; and shall be paid and collectable as a Charge pursuant to the provisions of the Declaration.

8.7 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Document. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is paid does not constitute compliance with the Condominium Documents and Rules and Regulations, if in fact the violation(s) remain(s).

Section 9. PARLIAMENTARY RULES. ROBERTS RULES OF ORDER (latest edition) shall govern the conduct of meetings of the Membership and Board of Directors when not in conflict with the Condominium Documents or applicable law.

Section 10. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

10.1. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

10.2 Procedure; Notice and Format. Upon any amendment or amendments to these By-Laws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the By-Laws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators or words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws, See provision for present text".

10.3. Vote Required. Except as otherwise provided by Florida law, or by specific provision of the Condominium Documents, these By-Laws may be amended by concurrence of not less than a majority of the voting interests present in person and by proxy, with a quorum present, at any annual or special meeting called for the purpose.

10.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. The certificate must identify the Book and Page of the Public Records where the Declaration is recorded.

Section 11. MISCELLANEOUS. The Miscellaneous provisions contained in Section 22 of the Declaration are Incorporated herein by reference.

CERTIFICATE OF ADOPTION OF THE
SECOND AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting President and Secretary of PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC. hereby certify that the foregoing was approved by a meeting of the entire Board of Directors on JANUARY 7, 2009 at a special Board Meeting called for the purpose, with a quorum present, and was approved by a majority of the voting interests of those members of the Association present in person and by proxy at an Owners' Meeting on FEBRUARY 25, 2009 with a quorum present.

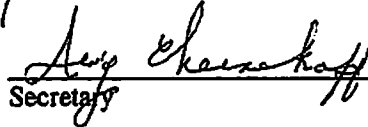
The foregoing both amend and restate the amended and restated By-Laws in their entirety.

Executed on this 10 day of July, 2009

PINE RIDGE SOUTH II, CONDOMINIUM
ASSOCIATION, INC.



President



Secretary

INDEX TO SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC.

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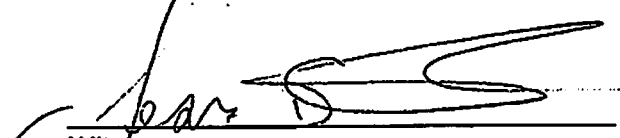
CERTIFICATE OF AMENDMENT TO THE
 AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
 PINE RIDGE SOUTH II, A CONDOMINIUM

I HEREBY CERTIFY that the Second Amended and Restated Declaration of Condominium of Pine Ridge South II, a Condominium attached as Exhibit "1" to this Certificate was duly adopted by the members as amendments to the Amended and Restated Declaration of Condominium of Pine Ridge South II, a Condominium. The amendments were duly adopted by the members at a meeting of the members and in accordance with the provisions of the Amended and Restated Declaration of Condominium. The Amended and Restated Declaration of Condominium of Pine Ridge South II, a Condominium, is recorded in Official Records Book 6145, Page 0814, et seq., Public Records of Palm Beach County, Florida.

DATED this 12 day of June, 2009.


As to witnesses:

PINE RIDGE SOUTH II CONDOMINIUM
 ASSOCIATION, INC.



 Witness

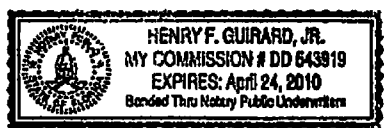
BY: Norman Tursky
 Norman Tursky, as Second Vice President

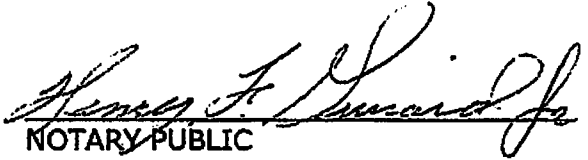


 Witness

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12th day of June, 2009, by Norman Tursky, as Second Vice President of Pine Ridge South II Condominium Association, Inc., who affirmed that the said execution was made freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or produced _____ as identification. He did not take an oath.





 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

(SEAL)

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

PINE RIDGE SOUTH II, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That heretofore on January 9, 1981, the original Declaration of Condominium of Pine Ridge South II, a Condominium (hereinafter the "Condominium") was recorded in official Record Book 3442, at Page 0834 et seq. of the Public Records of Palm Beach County, Florida. That an Amended and Restated Declaration of Condominium was recorded in official Record Book 6145, at Page 814, et seq. of the Public Records of Palm Beach County, Florida. That Amended and Restated Declaration of Condominium is hereby amended in part and restated in its entirety. This Second Amended and Restated Declaration of Condominium also incorporates all amendments made to the Amended and Restated Declaration prior to this date.

Section 1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** This Second Amended and Restated Declaration of Condominium is made by the PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC. a Florida corporation not for profit, hereinafter the "Association". The land described in this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to Condominium ownership by this Declaration.

Section 2. **NAME AND ADDRESS:** The name of this Condominium is PINE RIDGE SOUTH II, a Condominium and its street address is 200 Pine Hov Circle, Greenacres, Florida 33463.

Section 3. **DESCRIPTION OF CONDOMINIUM AND ASSOCIATION PROPERTY**

3.1 **Condominium Property.** Certain Properties which were submitted to Condominium ownership by the original Declaration and by amendments to the original Declaration adding phases, is legally described in Exhibit "A" (pages 2 through 8 and 11) attached to the original Declaration and in each of the Amendments adding the phases. There are a total of seven (7) phases which comprise this Condominium. Pages 2 through 8 and 11 of that Exhibit "A" and all of the Amendments adding phases, are incorporated herein by reference. To the extent necessary by law at this time, the Phase sections of Section XV of the original Declaration are incorporated herein by reference.

3.2 Association Property.

- A. **Recreation Area** There is described in Exhibit "A" to the original Declaration, a Recreation Parcel (page 9 of the Exhibit "A"), which includes the clubhouse, pool and shuffle board and bocci courts. Page 9 of Exhibit "A" is incorporated herein by reference. That Recreation Parcel is hereby designated as Association Property. The Developer conveyed; the Recreation Parcel to the Association. The Recreation Area is referred to as Tract "B" on the Plat of Pine Ridge South II as recorded in Plat Book 40, Pages 58 and 59. Public Records of Palm Beach County, Florida. The Plat dedicates such Tract "B" to the Association.
- B. **Water Management Area.** There is described in Exhibit "A" to the original Declaration, a Water Management Area (page 10 of Exhibit "A"). Page 10 of Exhibit "A" is incorporated herein by reference. The water Management Area is hereby designated as Association Property. The Developer conveyed; the Water Management Area to the Association. The Water Management Area is referred to as Tract "A" on the Plat of Pine Ridge South II as recorded in Plat Book 40, Pages 58 and 59, Public Records of Palm Beach County, Florida. The Plat indicates such Tract "A" to the Association.

3.3 **Entire Condominium** The Condominium consists of the seven (7) phases. Recreation Parcel and Water Management Area. The Condominium is legally described on page 1 of Exhibit "A" to the original Declaration; that page is incorporated herein by reference.

3.4 **Applicability of Declaration of Condominium and Exhibits** The covenants and restrictions contained in this Declaration and its Exhibits shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium parcels. The acquisition of title to a Unit, or any interest in the Condominium property, or the lease, occupancy, or use of any portion of a Unit or the Condominium property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

3.5 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

Section 4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (The "Condominium Act"), unless the context otherwise requires.

4.1 "**Articles**" means the Second Amended and Restated Articles of incorporation as amended from time to time.

4.2 "**Assessment**" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements and common surplus.

4.3 "Association" means PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

4.4 "Association Property" means all property, real or personal, owned by the Association for the use and benefit of the Unit Owners.

4.5 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.6 "By-Laws" mean the Second Amended and Restated By-Laws as amended from time to time.

4.7 "Common Elements" means all portions of the Condominium Property not included within the Units, but Association Property, and includes without limitation the following:

- A. The Land.
- B. All portions of the buildings and other improvements on the Land not included within the Units, including limited common elements.
- C. Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to Units and/or to the common elements.
- D. An easement of support in every portion of the Condominium which contributes to the support of a building.
- E. The property and installments required for furnishing utilities and other services to more than one Unit or to the common elements.
- F. Any other parts of the Condominium Property designated as Common Elements in this Declaration.

4.8 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto including Articles of incorporation and By-Laws, as amended from time to time.

4.9 "Declaration" means this Second Amended and Restated Declaration, as amended from time to time.

4.10 "Family" or "Single Family" shall refer to any one of the following:

- A. One natural person.
- B. Two or more natural persons, each of whom is related by blood, marriage or adoption to each of the others.

- C. Two or more natural persons meeting the requirements of B above, except that there is among them at least one person who is not related to some or all of the others.

4.11 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it including but not limited to interior partitions walls appliances which have been built in or permanently affixed and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.12 "Guest" means any person who is occupying a Unit, and who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the Unit. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting a Lessee in the Unit. Other limitations regarding Guests are found in Section 12.3 below.

4.13 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a Condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by the other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.14 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

4.15 "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

4.16 "Occupy" shall mean and refer to the act of being physically present in Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

4.17 "Owner" or "Unit Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act.

4.18 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

4.19 "Properties" means the Condominium Property (Units, common elements and limited common elements) and Association Property.

4.20 "Rules and Regulations" means these rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Condominium Property, including the Units, and the operation of the Association.

4.21 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are 336 Units, so the total number of voting interests is 336 votes.

4.22 Definitions as used in the Declaration of Condominium, Articles of Incorporation and By-Laws shall include the following:

- A. "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub. L .100-430, approved September 13, 1988; 102 STAT 1819).
- B. "ADMINISTRATIVE RULES" shall mean and refer to the administrative rules promulgated by the Secretary of the Housing and Urban Development interpreting and implementing the ACT.
- C. "COMMUNITY" shall mean refer to PINE RIDGE SOUTH II, A CONDOMINIUM, inclusive of all Association Property.
- D. "EXEMPTION THREE" shall mean and refer to the exemption for housing for older persons (55 or over housing) provided for in Section 807 (b)(2)(c) of the ACT.

Section 5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 Survey and Plot Plans Attached to the original Declaration and to the amendments adding phases to this Condominium as Exhibit "D" (which are collectively incorporated herein by reference) are a survey of the Land and plot plans, which graphically describe the improvements in which Units are located and which show all the Units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the Exhibit "D" collectively is in sufficient detail to identify each Unit, the common elements and limited common elements, and their relative locations and dimensions.

5.2 Unit Boundaries Each Unit shall include that part of the building that lies within the following boundaries, the boundaries being part of the Unit:

- A. Upper and Lower Boundaries The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimetrical boundaries:
 - (1) Upper Boundaries: The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

(2) **Lower Boundaries:** The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

- B. **Perimetrical Boundaries:** The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the Unit as shown in Exhibit "D" hereto, extended to their intersections with each other and with the upper and lower boundaries.
- C. **Interior Walls:** No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a Unit.
- D. **Apertures:** Where there are apertures in any boundary, including, without limitation, windows and doors, the boundaries shall extend to the interior unfinished surfaces of such apertures, and their frameworks thereof. Surfaces made of glass or other transparent material and all framing, casing and hardware therefore, shall be excluded from the Unit.

In case not specifically covered in this Section 5.2. or in any case of conflict or ambiguity the graphic depiction of the Unit boundaries set forth in Exhibit "D" hereto shall control in determining the boundaries of a Unit, except that the provisions of 5.2 (D) above shall control over Exhibit "D".

Section 6. **CONDOMINIUM PARCELS; APPURTENANCES AND USE:**

6.1 **Condominium Parcels** The Condominium contains 336 Units. In seven (7) Phases. The owner of each Unit shall own an undivided share in the common elements and the common surplus, as is set forth on Exhibit "C" attached to the original Declaration, which Exhibit is incorporated hereby reference.

6.2 **Appurtenances to Each Unit** The owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

- A. An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Second Amended and Restated Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "B", and "E", respectively.
- C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.
- D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or

reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

E. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitutes a "Condominium Parcel".

6.3 Use and Possession A Unit Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or of the Properties may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Properties. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

Section 7. EASEMENTS; COMMON ELEMENTS:

7.1 Easements Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any Properties from the Condominium. None of the easements specified in this Section may be encumbered by any leasehold lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the right of Unit Owners with respect to such easements.

A. **Utility and Other Easements.** The Association has the power, without the joinder of any Unit Owner, to grant easements such as electric, gas, cable television, or other utility or service easements, and drainage easements, or with respect to security, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility.

(1) The Board of Directors of the Association or its designee shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No owner shall do anything within or outside his/its Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services

or impair, the provision of such utility or other services or drainage facilities or the use of these easements.

- B. **Encroachments.** If any Unit encroaches upon any of the common elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any common element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

- C. **Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
 - (1) Speed bumps shall be permitted and shall be deemed not to violate any rights of any person in whose favor the easement for ingress and egress lies.

7.2 Common Elements.

- A. **Defined.** The Common Elements are as defined in Section 4.7 above.

- B. **Restraint Upon Separation and Partition.** The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit whether or not separately described. No action shall lie for partition of the common elements.

Section 8. LIMITED COMMON ELEMENTS:

8.1 **Description of Limited Common Elements.** Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The limited common elements and the Units to which their use has been designated are as described in this Declaration and as further identified on the attached survey and plot plan (Exhibit "D"). The following common elements are hereby designated as limited common elements:

- A. **Parking Spaces.** All parking spaces are given identifying numbers on Exhibit "D" hereto. The Board of Directors of the Association has assigned one specific parking space to each Unit; this assignment was made by a non-recordable instrument at the time of the initial conveyance of a Unit to an owner by the Developer,

Hovnanian of Palm Beach, Inc. Once made, the parking space became and is a limited common element of the Unit, and thereby is an appurtenance to the Unit.

- B. Balconies, Terraces and Porches. Any balcony, terrace or porch attached to and exclusively serving a Unit shall be a limited common element of the Unit so served. No balcony, terrace or porch may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. Any balcony, terrace or porch enclosure shall be and become part of the balcony/ terrace/ porch limited common element.
- C. Storage Areas. Certain storage areas adjacent to the balconies, terraces or porches are shown on the attached survey and plot plan (Exhibit "D") as limited elements of the Unit to which the particular storage area is adjacent. The outside of the building which is adjacent to but faces away from the storage area, is not part of the limited common elements storage area.
- D. Windows, Screens, Shutters, Awnings and Doors. The windows, screens, screen doors, shutters, awnings, entry and sliding glass doors, including glass, hardware and framings/casings therefor, are limited common elements of the Unit served thereby.
- E. Heating and Air Conditioning Units. The air conditioning/heating Unit, including the lines wherever situated and (if any) the concrete pad underneath, serving each Unit shall be a limited common element of the Unit served thereby.
- F. Others. Any part of the common elements connected to or exclusively serving a single Unit, which is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use to each limited common element passes with the Unit, whether or not separately described, and cannot be separated from it.

8.3 Conflict. In the event of conflict between Exhibit "D" and this Section 8 as to limited common elements, this Section 8 shall control.

Section 9 ASSOCIATION: The operation of the Condominium is by PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC. a Florida corporation not for profit, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. A copy of the Second Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "B", as amended from time to time.

9.2 By-Laws. The By-Laws of the Association shall be the Second Amended and Restated By-Laws attached as Exhibit "E" as they may be amended from time to time.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and the maintenance, repair and replacement of the common elements and Association Property with funds made available by the Association for such purposes. The Association and its Directors and Officers however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be comprised of Owners of the Units, as further provided in the By-Laws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or these Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for the Association by reason of being a Unit Owner. No Unit Owner or resident may direct, supervise or in any manner attempt to assert control over employees or agents of the Association.

9.6 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration or by law.

9.7 Power and Duties. The power and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose fees for the use of common elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium for the use and enjoyment of the Owners. The acquisition of additional real property by the Association (as Association Property) shall not be deemed a material change in the appurtenances to the Units.

9.8 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies; the photocopy cost shall be determined by the Board of Directors and shall not exceed the maximum permitted by law from time to time. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of records inspections and copying.

9.9 Purchase of Units. The Association has the power to purchase Units in the Condominium and to hold, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Owners.

9.11 Roster. The Association shall maintain a current roster of names, unit identifications and mailing addresses of Owners, and if known, telephone numbers and electronic mailing addresses and numbers designated by Owners for receiving notice by electronic transmission, based upon information supplied by the Owners. A copy of the roster shall be made available to any member upon request, at a reasonable cost shall not exceed the maximum permitted by law from time to time.

9.12 Limitation on Liability Notwithstanding its duty to maintain and repair Condominium or Association Property, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

Section 10. ASSESSMENTS AND LIENS; CHARGES: The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit (s) and Owner (s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the common elements and Association Property, the expenses of operation the Association, and any other expenses properly incurred by the Association for the Condominium including any amounts budgeted for the purpose of funding reserve accounts. Common expenses shall also include charges incurred by the Association in connection with cable television service contracted by the Board of Directors for and on behalf of the Condominium.

10.2 Share of Common Expenses. The owner of each Unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as provided in Section 6.1 of the Declaration of Condominium.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Sections 10.8 and 20.3 below, whenever title to a Condominium parcel is transferred for any reason, the transferee is

jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the common elements for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Unit Owner are likewise proportionately excused from payment, except as otherwise provided in Sections 10.8 and 20.3 as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest; Late Fees; Acceleration. Assessments and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid. In addition, any assessments or installments not paid on or before fifteen (15) days after the date due shall result in the imposition of a late fee in an amount determined by the Board of Directors, but not to exceed the maximum amount permitted by the Condominium Act, as amended from time to time. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments, on the date established in the By-Laws or otherwise set by the Association for payment. All payments on account shall be applied to interest, late fees, costs and attorneys' fees, and annual and/or special assessments.

- A. No payment by check is deemed received until the check has cleared. If any special assessment or annual assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment as applicable. The accelerated assessments shall be due and payable on the date on which the Claim of Lien is recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The Claim of Lien shall not secure late fees unless permitted by the Condominium Act at the particular time. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to file a lien as required by Section 718.121 of the Condominium Act, or may be sent separately.

10.7 Liens. The Association has a lien on each Condominium parcel securing payment of past due assessments, including late fees (only if permitted by the Condominium Act at the particular time), interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Palm Beach County, Florida stating the description of the Condominium parcel, the name of the record Owner, the assessments past

due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.8 Priority of Lien. To the extent required by law from time to time, the Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first mortgage or any institutional mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. Any future changes to Section 718. 116, Florida Statutes relating to the liability for assessments by a first mortgagee or institutional Mortgagee or other purchasers in the event of the foreclosure of the mortgage or a deed in lieu of foreclosure shall apply and are incorporated herein by references.

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights. Whenever the Association shall bring a lien foreclosure action, if the Unit is rented or leased during the pendency of the lien foreclosure action, the Association shall be entitled to an appointment of a Receiver, which may be the Board of Directors, to collect the rent. The expenses of the Receiver shall be paid by the party which does not prevail in the foreclosure action. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered in the lien foreclosure action, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit.

10.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Unit have been paid within fifteen (15) days after request by a Unit Owner or his or her designee or mortgagee or its designee. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for preparation of the certificate. The amount of the fee shall be established by written resolution adopted by the Board of Directors.

10.11 Charges

- A. **Defined** Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Documents or under the Condominium Act. Charges shall also include all sums advanced and paid by the Association for taxes and payments on account of superior encumbrances or liens against a Unit which may be required to be advanced by the Association in order to preserve and protect its lien.

- B. Who is Liable for Charges** The Owner of each Unit regardless of how title was acquired is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Sections 10.11.E and 20.3 below, whenever title to a Condominium parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.
- C. Application of Payments; Failure to Pay; Late Fees; Interest** Any Charges paid on or before fifteen (15) days after the date due as specified in the notice of Charge from the Association shall not bear interest, but all Charges not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition, any Charges or installments not paid on or before fifteen (15) days after the date due shall result in the imposition of a late fee in an amount determined by the Board of Directors, but not to exceed the maximum amount permitted by the Condominium Act, as amended from time to time. All payments on account shall be applied to interest, late fees, costs and attorneys fees' and Charges, in such manner and amounts as the Board of Directors may determine. The Association may refuse to accept a partial or insufficient payment. No payment by check is deemed received until the check has cleared.
- D. Liens** The Association has a lien on each Condominium parcel securing payment of past due Charges, including interest, late fees and attorneys' fees and costs incurred by the Association incident to the collection of the Charges or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Palm Beach County, Florida stating the description of the Condominium parcel, the name of the record Owner the Charges past due and the due dates. The lien is in effect until barred by law. Upon full payment of all sums secured by the Claim of Lien, the person making the payment is entitled to a satisfaction of the lien.
- E. Priority of Lien** To the extent required by law, as amended from time to time, the Association's lien for Charges shall be subordinate and inferior to any recorded first mortgage or any institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.
- F. Foreclosure of Lien; Action at Law** The Association may bring an action in its name to foreclose its lien for unpaid Charges in the same manner that mortgages are foreclosed in the State of Florida, and may also bring an action to recover a money judgment for the unpaid Charges without waiving any lien rights.

Section 11. **MAINTENANCE: LIMITATION UPON ALTERATION AND IMPROVEMENT:**
Responsibility for the protection, maintenance, repair and replacement of the Properties and restrictions on its alteration and improvement shall be as follows:

11.1 **Association Maintenance** In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. All common elements, limited common elements and Association property, other than those limited common elements referred to in Section 11.2 below to be the responsibility of the individual Owner, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific owners, in which case such cost and expense shall be paid solely by such Owners.
- B. All conduits and rough plumbing and other installations located within a Unit or located outside the Unit, for the furnishing of utilities to more than one Unit or to the common elements or to the Association Property; and all conduits and rough plumbing located within the common elements or the limited common elements maintained by the Association, for the furnishing of utilities to one Unit. This does not include interior wall switches or receptacles, plumbing fixtures, or other electrical plumbing or mechanical installations located within portions of the limited common elements or Unit to be maintained by the Owner.
- C. **Exterminating** The Association shall be responsible to provide termite treatment of the common elements. In the event that a building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and occupants shall be responsible to remove themselves and their perishable items upon reasonable notice by the Association in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise.
 - (1) **Proviso.** Notwithstanding the foregoing to the contrary if an Owner (or his tenants and/or other occupants) fail to exterminate or fail to properly exterminate within the individual Unit and that failure requires the building to be tented the cost of the tenting shall be borne by the Owner concerned. The Association shall advance the cost of the tenting and shall be reimbursed (as a Charge) by the Owner.
- D. All incidental damage caused to a Unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except that the foregoing shall not apply to modifications, installations or

additions to the interior or exterior of the Unit made or caused by an Owner of the Unit.

11.2 Unit Owner Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Condominium Properties:

- A. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary; inclusive of exterminating within the Unit.
- B. The electrical, mechanical and plumbing fixtures and outlets (including connections) servicing only the one Unit, but only for those portions which are situated within the Unit, or limited common elements maintained by the Owner.
- C. All interior, nonstructural partition walls which do not form part of the boundary of the Unit.
- D. **Specified Limited Common Elements:** The Owner(s) of the Unit(s) to which the limited common elements are appurtenant shall be responsible to maintain, repair and replace the following limited common elements:

- (2) **As to Balconies, Porches and Terraces (Section 8.1.B above):** The maintenance, care and preservation of: the paint and surface of all walls, floor and ceiling; and any fixed and/or sliding glass doors in portions of the entrance way of said area; and the wiring, electrical outlet(s) and fixtures(s) thereon, if any, and the replacement of light bulbs; carpeting; and the balcony, porch or terrace enclosure (if any), including but not limited to replacement of the light bulb in the light next to the entry door of the Unit.
- (3) **As to the Storage Areas (Section 8.1.C above):** The entirety of the limited common element Storage Area. No nails shall be driven into the storage Area unless driven into studs.
- (4) **As to windows, screens, shutters, awnings and doors (Section 8.1.D above):** The entirety of those items referred to in Section 8.1.D above.) Owner's shall maintain, repair and replace, at the Owner's sole expense, all shutters on their Unit. As of the effective date of this amendment, the Board of Directors shall have the authority to require Owners to install hurricane shutters on their Unit which comply with the current applicable building code. The Board of Directors shall establish reasonable rules and regulations regarding, among other things, the style, color, maintenance, installation standards and specifications, location and deadlines for installation to be followed relating to hurricane shutters. In the event a Unit owner fails to maintain, repair and replace such shutters, the Board of Directors shall have the right and discretion to maintain, repair or replace such shutters. The Board of Directors further shall have the right and power to levy and collect an assessment against the unit for the cost of maintaining,

repairing, or replacing hurricane shutters on the Unit, which assessment shall be secured by a lien on such Unit and enforced pursuant to this Declaration and Chapter 718, Florida Statutes. The Association shall be entitled to recover its costs and attorney's fees in any action to enforce such lien.

- (5) As to Heating and Air Conditioning Units: The entirety of the heating and air conditioning unit, inclusive of the concrete pad underneath, if any. Responsibility for maintenance, repair and replacement of the air conditioning and heating lines shall be as provided in Sections 11.1 (B) and 11.2 (B) above. In the event that the air conditioning/heating unit is outside of the Unit and visible, and is to be replaced with one which is different in size, shape and/or color, then Section 11.3 A (3) below shall apply and the prior written consent of the Board of Directors is necessary.
- (6) The Owner which planted the "annuals" referred to Section 11.3.A (3) (a) below shall be responsible for their maintenance.

E. Each Owner shall also have the following responsibilities/ limitations:

- (1) Each Owner must perform promptly all maintenance, repairs and replacement which are necessary to ensure good and quality condition, and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
- (2) Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
- (3) If a Unit Owner makes any modifications, installations or additions to the interior or exterior of the Unit or limited common elements, the Unit Owner shall be financially responsible for the insurance, maintenance, care and preservation of the modifications, installations or additions.
- (4) Common hallways, stairways and other common areas shall not be obstructed, littered, defaced or misused in any manner. They shall be used only for the purposes intended and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, for hanging of plants, or for other personal property; exclusive of bicycles (which are permitted).

(A) Proviso. Notwithstanding the foregoing to the contrary, barbeque grills without any combustible tank and bicycles may be stored under the stairways and adjacent to the stairways such that the stored items are no closer than two (2) feet from the mailbox area within the entrance way to the building.

- (5) Each Unit Owner is responsible for the expense of all decorating within his own Unit, including painting wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All Units above the ground floor shall always have floors covered with wall-to-wall carpeting except in kitchens, bathrooms, foyers, balconies, terraces or porches. Substitute floor coverings with substantially equivalent sound deadening qualities may be used only with the prior written approval of the Board of Directors.
- (6) Enclosed balconies, terraces and porches shall contain only furnishings typically contained in such areas neatly arranged for use and not of an unsightly nature.
- (7) All portions of window and door coverings facing outside the Unit must be solid white or beige in color.

F. Insurance Any insurance proceeds paid to the Association with respect to any loss or damage within the Unit which is covered by the Association's casualty insurance policy, and which loss would otherwise be borne by the Owner, shall be paid to the Owner. In the event of a casualty, the provisions of Section 16 shall control over the provisions of this Section 11, in the case of a conflict.

11.3 Alterations and Improvements.

A. By the Apartment Owner.

- (1) Except as is otherwise provided and only pursuant to this Section 11.3.A., no Owner shall make any alteration or improvement in or on the Common Elements or Association Property; or on or to the portions of a Unit which are maintained by the Association; or remove any portion thereof or make any additions thereto.
- (2) Furthermore, no Owner shall do anything which shall adversely affect the safety and soundness of the Common Elements or Association Property of any portion of the Condominium Property which is to be maintained by the Association; the opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected. No alterations or improvements referred to in this Section A.2 can be approved by the Board of Directors.
- (3) No Owner shall modify, alter, decorate or change the exterior appearance of Common Elements, or any outside or exterior portion or surfaces of the Condominium Property, including but not limited to balconies, terraces, porches, doors and windows; and outdoor carpeting; place any awnings, screening or hurricane shutters in or about any Unit; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen

door, or other similar item without first obtaining prior written approval from the Board of Directors. Such approval by the Board of Directors may be withheld in its sole and absolute but reasonable discretion. The Board of Directors shall not grant any approval contemplated by this Section if in its opinion the effect of any of the items mentioned herein would adversely affect, or in any manner, be detrimental to the Condominium in part or in whole. No Owner may add to or otherwise alter the landscaping of the common elements in any way without prior written Board approval.

- (a) Exception. Notwithstanding that provided in Section 11.3 (A) (3) above, Owners may do the following without the approval of the Board of Directors:

Owners may plant flowers/plants which are known as "annuals" in the area immediately adjacent to the limited common element porches; such area shall not exceed thirty-six (36") inches from the base of the building in which the porch is located. This Section 11.3.A (3) (a) exception shall not be construed to prohibit the Board of Directors from establishing guidelines as to the type of plantings which are and are not permitted under this exception; the reasonable guidelines of the Board shall control.

- (4) If any Owner requests approval of a modification or an alteration involving the removal of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein.
- (5) Porch, Balcony and Terrace Enclosures The following guidelines shall apply as to porch enclosures, which enclosures must be approved in writing in advance by the Board of Directors of the Association:
- (a) The enclosure may be screened or glass.
- (b) No plastic materials shall be allowed.
- (c) Overall, the enclosure must be similar to the vast majority of those in place in the Condominium on the date of recording of this Amended and Restated Declaration.
- (6) Awnings and Shutters. Awnings are permitted on all windows and doors. Roll-down shutters are permitted, but only on the porches/ balconies/ terraces and in accordance with the specifications adopted by the Board of Directors.

(7) The Board of Directors shall be entitled to adopt further guidelines and/or Rules and Regulations in connection with this Section 11.3.A., to include guidelines as to permissible colors and materials to be used.

(8) Any approved additions, alterations or improvements by the Owner of the Unit shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

Any Unit Owner making or causing to be made any such approved additions, alterations or improvements agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representative, successors and assigns, as appropriate, to hold the Association, all other Unit Owners harmless from liability or damage to the Condominium Property and expenses arising therefrom and shall be solely responsible for the maintenance and repair from and after the date of installation or construction thereof, as may be required by the Association.

B. By The Association.

(1) The protection, maintenance, repair and replacement of common elements and Association Property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no alteration or improvement to, the common elements and/or Association Property costing more than \$15,000.00 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests present in person and by proxy at an Owners' meeting. This \$15,000.00 sum shall be increased from year to year based upon and by the percentage increase in the Consumer Price Index, All items, U.S. City Average 1967-100. The cost of alterations and improvements which may be necessary by virtue of Section 11.3.B.(2) below shall not be figured as part of the limitation in this Section 11.3.B (1).

(a) If the work reasonably necessary to protect, maintain, repair, replace or insure the common elements or Association Property also constitutes such a material alteration or improvement to the common elements/Association Property, no prior Unit Owner approval is required.

(b) The Association may remove antennae located on the roofs of the buildings at the Condominium, without the vote of the Owners, provided that a majority of the entire Board of Directors votes to do so. The foregoing shall not be figured as part of the limitation in this Section 11.3.B (1).

(2) Authority of the Board of Directors and Unit Owners under the ACT and ADMINISTRATIVE RULES. The following shall apply notwithstanding any provisions to the contrary contained in this Declaration. The Board of Directors of the Association shall be permitted to effect such alterations to and improvements of the Properties as is necessary in the Board's discretion to install or provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as is explained by the ADMINISTRATIVE RULES. The following limitations shall apply:

- (a) As to any alterations or improvements to the Properties which shall require the expenditure of funds cumulatively during the particular Budget Year equal to or less than five (5%) percent of the particular year's Annual Budget, the Board of Directors may affect the alterations or improvements without the vote of the Owners.
- (b) As to any alterations or improvements to the Properties which shall require the expenditure of funds cumulatively during the particular Budget Year in excess of five (5%) percent of the particular year's Annual Budget, the prior approval of a majority of the voting interests of those Unit Owners in attendance in person and by proxy at an Owners meeting, with quorum present is required.
- (c) In the event that the approval of the Owners is not required under this Section, the Board of Directors shall, prior to effecting any alteration or improvement to the Properties, appoint a committee which shall provide input and recommendations to the Board as to the alterations and/or improvements desired. This committee shall be comprised of the President or Vice President of the Association and the rest of the committee shall be comprised of non-Directors. The committee shall be advisory to the Board.

11.4 Association Notice to Correct. In the event that any Owner shall fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in this Article 11 or shall fail to make and pay for maintenance, as provided for in this Article 11; or shall violate Section 11.3 (A) above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and residents; then the Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry to the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration. This Section 11.4 is in addition to the rights of entry into Units as provided for in Sections 11.5 and 11.6 below. Furthermore, the thirty (30) day provision mentioned in

this Section 11.4 shall not apply to the Association's right of entry/access to the Units as provided in Sections 11.5 and 11.6 of this Declaration.

11.5 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements or Association Property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the common elements or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

11.6 Association's Access to Units; Pass Key

- A. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association has an irrevocable right of access to the Units for the purposes of inspection, protection, maintenance, repair, replacement, alteration and improvement of those Properties for which it is obligated to protect, maintain, repair and replace, and for which it is permitted to alter and improve, under this Declaration and the Condominium Act. The Association's right of access includes without limitation entry for the purposes of pest control and preventative maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. Such entry shall also apply for the Association to determine in the case of emergency, circumstances threatening other Units or the common elements; or for the Association to determine compliance with the Condominium Documents and Rules and Regulations of the Association. Such entry, except in the event of emergency, shall be accomplished with due respect for the Unit Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit; and except in the event of an emergency, entry shall be made only with reasonable advance notice at reasonable times, to exclude Sundays and legal holidays as recognized by the Federal Government.
- B. The Association must be given a key to all Units. No Unit Owner shall alter any lock, nor install a new lock, to prevent access when the Unit is unoccupied, unless the Owner provides the Association with a key.
- C. It is specifically recognized that each Owner shall allow the Board or the agents or employees of the Association to enter his Unit for the purpose of

installing and to install cable television or other telecommunications lines and facilities, so as to service the Unit and other Units in the Condominium.

11.7 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances within Units and/or air conditioning compressors and/or air handlers serving individual Units, which the Association determines is to the benefit of the Owners to consider, than upon agreement by a majority of those voting interests present in person and by proxy at a meeting of the members, or upon agreement by a majority of the total voting interests in writing, the Association may enter into such contractual undertakings. The expense of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Owner.

Section 12. USE RESTRICTIONS: The use of the Units shall be in accordance with the following provisions as long as the Condominium exists.

12.1 Occupancy of Units in General. Each Unit shall be occupied by a Single family, as defined in Section 4.10 above, its servants and guests, and person (s) mentioned in Section 12.2 (D) below, as a residence and for no other purpose.

12.2 Minimum Age Restriction and Limitation on Number of Occupants.

A. Minimum Age Restriction. Permanent occupancy of a Unit shall be restricted as follows:

(1) An individual of the age of 18 years or over may permanently occupy a Unit provided at least one other permanent occupant of the Unit is 55 years of age or older in accordance with Section 23 below.

The foregoing occupancy restrictions shall not be construed to prohibit the occupants of a Unit from entertaining guests of any age, who may visit a Unit, subject to the restrictions contained elsewhere in the Condominium Documents and Rules and Regulations of the Association. Other age restrictions are contained in Section 23 below.

B. Limitation on Number of Occupants. Unit Owners shall comply with all applicable ordinances and laws regarding occupancy limitations for their dwelling units.

12.3 Guest Use Restrictions.

A. Occupancy In Presence of Owner/Lessee. A guest may visit when the Owner or Lessee (as applicable) is present in the Unit, if not visiting overnight, without restriction as to the number of days for visitation. A guest may visit overnight when the Owner or Lessee (as applicable) is present in the Unit, but not for more than 90 days in any calendar year per guest. Such visitation days shall not be cumulative from period to period.

B. Occupancy in Absence of the Owner/lessee – Overnight Visitation.

- (1) Lessee (s) shall be prohibited from entertaining guest (s) who visit(s) overnight, when the Lessee(s) is/are not present in the Unit.
 - (2) Owner(s) shall be permitted to entertain guests who visit overnight, when the Owner(s) is/are not present in the Unit, subject to the following limitations: Each day that any guest which falls into this category visits shall be considered a “guest day”. Owner(s) of a Unit shall be limited to twenty-one (21) guest days per calendar year for such guest visits, regardless of the number of such guests which so visit. Each day, as well as part of a day shall be counted in the aforesaid computation. Such Guests, must register with the Association prior to or upon arrival at the Condominium. The Board of Directors shall be empowered to adopt a form for use in connection with the registration of such Guests, which form the Guests must sign. The form shall include an acknowledgement: As to the relationship with the Host; that the guest has received a copy of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of the Association and agrees to abide by them: and such other reasonable information determined by the Board of Directors from time to time. Such a Guest shall not be entitled to occupy the Unit unless he or she registers with the Association as required in this Section 12.3.B.2. Exception. A Guest related to the Owner by blood, marriage or adoption may visit overnight in an Owner’s unit for no more than thirty (30) days in any calendar year while the Owner(s) is/are not present in the Unit.
- C. Any Guest visit not authorized pursuant to the terms of this Section 12.3 shall be deemed improper, entitling the Association to bar access of the Guest to the Unit and recreational facilities and/or shall entitle the Association to obtain an injunction order removing the Guest and his or her personal belongings from the Condominium.
- D. Definition. The following definition shall apply as used in this Section 12.3: An Owner or lessee is “not present in the Unit” when the Owner or lessee (as applicable) does not stay overnight in the Unit along with the Guest.

12.4 Pets and Animals. Except as otherwise provided in this Section 12.4, no pet or animal of any kind or description shall reside in or visit any Unit or the Condominium Property or Association Property.

- A. Any domestic pet or animal residing with an Owner or lessee in the Unit on March 7, 1984 is permitted to reside in the Unit so long as it does not constitute a nuisance and unreasonably interfere with the quiet enjoyment of

the Condominium by other residents. However, such pet or animal may not be replaced upon death or otherwise. Exceptions:

- (1) The following pets/animals may occupy a Unit with an Owner or resident: Fish in fish tank(s) holding not more than twenty (20) gallons in aggregate per Unit; and not more than three (3) small domestic birds which are no larger than a cockatiel
- (2) Service animals shall be permitted, upon prior approval of the Board of Directors.
- (3) The Board of Directors shall be empowered to adopt reasonable Rules and Regulations regarding the conduct, care and occupancy of the Unit by such pets/animals and their owners.
- (4) No guests or visitors may bring a pet/animal onto the Properties.
- (5) At no time shall any of such permitted pets/animals be bred for commercial purposes.
- (6) The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damages caused to any of the Properties.
- (7) The right of an Owner or resident to have a pet/animal reside in a Unit shall have right revoked if pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

12.5 Vehicles and Parking

- A. Except as allowed in Section 12.5 (B) below, the following vehicles shall not be allowed to park on any area within the confines of the Properties: trucks, including pickup trucks; boats; recreational vehicles; mobile homes; motor homes; campers; trailers buses; terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; limousines; motorcycles and mopeds; dirt bikes; or any commercial vehicle of any type; and other such motor vehicles.
- B. Exceptions to A. above The following vehicles shall not be subject to the parking restrictions contained in Section A above, and shall be entitled to park within the designated areas for parking in the Condominium, subject to restrictions and provisions contained in Section C through I below:
 - (1) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

- (2) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
- (3) Vehicles for the handicapped bearing identification as such by the city of Greenacres or the County.
- (4) Certain vans which are permitted. Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturer's standard length height and width of the particular van in a customized converted condition; used solely for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and window(s) on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Florida as a passenger station wagon or any equivalent; shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing criteria are met, without the receipt of specific information or the vehicle registration, unless upon visual inspection of the vehicle, it is obvious that any of the criteria are not met. The owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

C. Classification and Definitions.

- (1) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 12.5.B (4) above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.5.
- (2) A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.

(3) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 12.5(C) (1) above.

(4) A "van" shall mean any motor vehicle is classified as a truck in accordance with Section 12.5(C) (1) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar covering.

D. All motor vehicles must be maintained as to not create an eyesore in the COMMUNITY.

E. No motor vehicle shall be parked at any time on the grass within the Condominium (except for the landscaping equipment at the direction of the Board of Directors and in other limited circumstances with prior written approval of the Board of Directors).

F. Except where safety dictates otherwise horns shall not be used or blown while a vehicle is parked, standing or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

G. The following restrictions also apply:

(1) No self-powered vehicle which is unable to operate on its own power shall remain within the Condominium for more than twenty-four (24) hours.

(2) No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle;

(3) No vehicle with an expired license tag or without a license tag shall be permitted within the Condominium; and

(4) The Owner(s) and permanent occupants of a Unit shall be limited to the parking of two (2) vehicles at any given time within the Condominium; this restriction may be changed from time to time as to a given Unit only if approved by the Board of Directors upon request of the Owner(s)/permanent occupants of the Unit. Furthermore, Owner(s) and permanent occupants of a Unit may not park in a guest parking place unless the parking space assigned to the Unit is unavailable.

H. Remedy of Towing. If after the Association's provision of that notice required by Section 715.07, Florida Statutes and all applicable local ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Unit Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a Charge for the costs against the Unit and Owner in question, that is, the Unit Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Unit owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.); thereupon, the Charge shall be collected as is provided for in this Declaration.

I. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 12.5 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles or By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.5.

12.6 Nuisances. No Owner shall use his Unit, or permit it to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the occupant(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for the first class residential Condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.7 Clothing and Similar Articles. No clothes or similar articles shall be allowed on the exterior portions of the Units, including railings. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit; except as may be permitted and approved by the Board of Directors under Section 11.3(A) above.

12.8 Signs. No signs of any types shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the Common Elements, Association Property or other Units.

Exceptions:

A. Official notices of the Association.

- B. Owners and residents may place dated notices approved by the Board of Directors and signed by a Board Member or the Property Manager on the bulletin boards located in the building near the mailboxes, provided that no notices may exceed the dimensions of three (3") inches by five (5") inches; and any notice not dated will be removed. Also, the Board of Directors shall be permitted to remove outdated notices.

12.9 Antennae; Satellite Dishes; Solar Panels. There shall be no television, radio or other outside antennae or solar panels of any kind installed or affixed to any Unit (and/or the Limited Common Elements appurtenant thereto), unless such Unit Owner shall have obtained the prior written approval of the Board of Directors with respect to the location, manner of installation, operation, maintenance and proper screening of the same. Unit Owners are prohibited from installing, affixing or placing any television, radio or other outside antennae or solar panels of any kind on the common elements.

12.10 Energy Devices Based On Renewable Resources. To the extent that Section 163.04 Florida Statutes, entitled "Energy Devices Based On Renewable Sources " is applicable to the condominium and in accordance with Section 718.113, Florida Statutes, any covenant or restriction in this Declaration which is in conflict with that Statute shall be modified to be in complete conformity with and shall yield to the provisions of the Statutes, such that the conflict is removed.

12.11 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Condominium Properties. **Proviso.** Notwithstanding the foregoing to the contrary, any business which qualifies as a home occupation under the applicable zoning code shall be permitted; furthermore, the business of operating the Association shall not be considered as business activity under this Section 12.11.

12.12 Leasing and Transfer of Ownership of Units; Mortgages. The following shall apply in addition to provisions contained elsewhere in this Declaration or in the By-Laws:

- A. **Leasing of Units** The leasing of Units shall be permitted only if approved and subject to the restrictions contained in Section 13 below.
- B. **Transfer of Ownership of Units.** The transfer of ownership of Units shall be permitted only if approved and subject to the restrictions contained in Section 14 below.
- C. **General Provisions Regarding Leasing and Transfer of Ownership of Units.** The following general provisions shall apply to supplement Section 13 and/or 14, as applicable.

(1) Application Form. The Association is vested with the authority to prescribe an application form such as may require a specific personal, social, financial and Proof of Age (required by Section 23.7 below) and other data relating to the intended lessee, purchaser(s) and occupants, and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser (s), lessee (s), occupants, or "new owners" within the time limits extended to the Association for that purpose as set forth in Sections 13 and 14, as applicable. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended transfer.

(2) Transfer Fee. The Board of Directors shall be and is empowered to charge a fee in connection with and as a condition for the approvals set forth in Sections 13 and 14; In the amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

(3) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently, approved in writing by the Board of Directors. The Association shall have the right to remove any occupant (s) and personal belongings by injunctive relief or otherwise should Sections 13 or 14, as applicable, be violated.

(4) Exception for Institutional Mortgagees. An Institutional Mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an Owner as result of a foreclosure sale of a mortgage held by an Institutional Mortgagee, shall be exempt from the requirements of Sections 13.1, 14.1.A and 14.2 below.

(a) Proviso. This Section 12.12 (C) (4) shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Sections 13.1, 14.1.A and 14.2 below.

D. Special Provisions Regarding The ACT and ADMINISTRATIVE RULES.
Notwithstanding any provisions to the contrary contained in this Declaration,

the Board of Directors is empowered to and shall disapprove any lease, loan, sale or other transfer of ownership of a Unit where the Intended occupancy fails to meet the requirements of Section 23 below. In the event of such disapproval, the Association shall not in any way be required to supply a substitute purchaser.

- E. Mortgages. No Unit Owner may mortgage his Unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Association from accepting a Purchase Money Mortgage as a part of the purchase price of a Unit, nor prevent an Owner from accepting a Purchase Money Mortgage from an approved purchaser.

12.13 Rules and Regulations. Reasonable regulations concerning the use of the Common Elements, Limited Common Elements and Units and the operation of the Association may be made and amended from time to time by the Board of Directors. Copies of these regulations and any amendments to them shall be furnished by the Board of Directors to all Owners in the Condominium; however, the failure of the Association to comply with this requirement shall not affect their enforceability.

12.14 Barbequing. Barbequing is allowed but no closer than fifteen (15) feet from any residential building (clubhouse excluded). All reasonable caution shall be taken to assure safety.

Section 13. LEASING OF UNITS; LOANING OF UNITS. A Unit Owner may lease only his entire Unit, and then only in accordance with this Section and Section 12.12 above, after receiving the approval of the Association. An Owner's loan of a Unit to a guest (in the absence of the Owner) shall also be subject to the procedures of Section 13.1 below. References in Section 13.1 below to lease of a Unit shall include an Owner's loan of a Unit to a guest (in the absence of the Owner); all references to leases shall include guests. An Owner's loan of a Unit to a guest (in the absence of the Owner) is further limited by the provisions of Section 12.3(B) above.

13.1 Procedures.

- A. Notice by the Unit Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the proposed transaction, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.
- B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or

disapprove the proposed lease within twenty (20) days after receipt of the required notice, transfer fee, personal appearances and all information requested. If the Board neither approves or disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Unit Owner.

- C. Disapproval. A proposed lease shall be disapproved only if a majority of the Board so votes, in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
- (1) The Unit Owner is delinquent in the payment of assessments at the time the application is considered;
 - (2) The Unit Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
 - (3) The real estate company or agent handling the leasing transaction on behalf of the Unit Owner has a history of screening the leases applicants inadequately or recommending undesirable lessee;
 - (4) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;
 - (5) The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
 - (6) The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
 - (7) The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulation of the Association;
 - (8) The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

- (9) The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors,
- (10) The intended occupancy fails to meet the requirements of Section 23 of this Declaration.
- (11) The lessee(s) or intended occupants take possession of the Unit prior to approval by the Board of Directors as provided for herein.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

D. Failure to Give Notice Or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

13.2 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention herein is that only entire Units may be rented, and Units may not be sublet.

13.3 Frequency of Leasing. No lease shall be made more often than once in any twelve (12) month period. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Proviso. This provision shall not be considered to permit a Lease which is otherwise not allowed under the Condominium Documents or the Rules and Regulations of the Association.

13.4 Minimum and Maximum Lease Terms. No lease shall be made with a lease term which is less than three (3) consecutive months in duration, not more than twelve (12) consecutive months in duration.

13.5 Lease Security Deposit. The Board of Directors shall be permitted to require as a condition to the lease or rent of a Unit, that the Owner or Lessee deposit into an escrow account maintained by the Association, a security deposit to protect against damages to the common elements or Association Property. The maximum amount of the security deposit and other provisions governing same shall be as provided in the Condominium Act and other applicable laws, as amended from time to time.

13.6. Guest Use Restrictions. Section 12.3 contains restrictions on the guest use of a Unit by lessees.

13.7 Regulation by Association. All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the provisions of the Condominium Documents and Rules and Regulations of the Association, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 This Section 13 shall not be considered to permit a lease which is otherwise not allowed under the Condominium Documents or Rules and Regulations of the Association.

Section 14. **TRANSFER OF OWNERSHIP OF UNITS:** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, the transfer and facilitating the development of a stable, quiet community and peace of mind for all residents, of the ownership of a unit shall be subject to the following provisions as long as the Condominium exists, which provisions each Unit Owner of a Unit covenants to observe.

14.1 **Forms of Ownership:**

A. The acquisition of legal title in any manner to Units in the Condominium shall be limited to those persons specified in this Section 14.1 (A).

(1) No Unit shall have legal title in the name of a corporation or a business-named partnership.

(2) Any provision in the Condominium Documents which applies to or which permits the legal ownership of Units which is prohibited by this Amendment, shall only apply to the following: Those corporations or business-named partnerships who owned record title to Units on May 4, 1988, and only regarding the Units so owned on that date.

(a) No person(s) shall be permitted to acquire legal title to a Unit if the intended ownership or occupancy is in violation of any provision of this Declaration or the Articles of Incorporation, By-Laws and/or Rules and Regulations of the Association.

B. **Life Estate.** A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

14.2 Transfer of Ownership of Units.

A. Transfers Subject to this Section 14.2

- (1) Sale or Gift. No Unit Owner may dispose of a Unit or any interest therein by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (2) Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.
 - (a) Except for reasons specified in Section 14(a) (3) below, the approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree.
- (3) Other Transfers. If any person acquires title in any manner not considered in the foregoing Subsections (1) or (2), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section 14. B below.

B. Procedures.

- (1) Notice to Association.
 - (a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.
 - (b) Devise, Inheritance or other Transfers. The transferee (s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee (s) shall have no occupancy or use rights unless approved by the Board.

- (c) Demand. With the notice required in Subsection (1) (a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Subsection (1) (a) notice.
- (d) Failure to Give Notice. If no notice is given, the Board of Directors, at its discretion, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intended to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.
- (2) Approval. Within twenty (20) days following receipt of this required notice, transfer fee, personal appearances and all information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this twenty (20) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.
- (3) Disapproval.
- (a) With Good Cause. Approval of the Association shall be withheld only if a majority of the Board so votes at a meeting at which a quorum is established. Only the following may be deemed to constitute good cause for disapproval:
- (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
 - (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

- (iii) The application for approval on its face indicates that the person seeking approval or intended occupants intend (s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or the Rules and Regulations of the Association;
 - (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
 - (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in this Condominium as tenant, Unit Owner or occupant of a unit, or such attitude at the personal appearance before the Board or its designee;
 - (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process; or
 - (vii) The intended occupancy fails to meet the requirements of Section 23 of this Declaration.
- (b) Without Good Cause: If the Board disapproves without good cause, and if the Owner or transferee has made demand set forth in Section 14.2(B) (1) (C) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter 'the seller') the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage

financing; real property taxes and condominium assessments shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last, Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

- (c) If the Board fails to deliver the name of the approved purchaser within (30) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

Section 15. Insurance:

NOTE: BECAUSE OF ARTICLE V OF THE ORIGINAL DECLARATION, THE INSURANCE PROVISIONS IN ARTICLE VII, SECTION J OF THE ORIGINAL DECLARATION CANNOT BE CHANGED. THEREFORE, THE PROVISIONS OF ARTICLE VII, SECTION J OF THE ORIGINAL DECLARATION ARE REPRODUCED PARTLY IN THIS SECTION 15 AND PARTLY IN SECTION 16 BELOW. THE ONLY CHANGES MADE ARE THE RE-NUMBERING OF THE SECTIONS AND SUBSECTIONS; THE TEXT REMAINS THE SAME.]

The Insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owner shall be governed by the following provisions.

15.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Insurance Trustee individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense. The Insurance Trustee may be any bank in Florida with trust powers as may be approved by the Board of Directors of the Association.

15.2 Coverage.

- A. **Liability.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium, and insuring the Association and the Unit Owners as its and their interest appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000.
- B. **Casualty Insurance.** The Association shall obtain fire and extended coverage insurance of 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 interests of the Association, all Units Owner and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount to the maximum insurance replaceable value, as determined annually by the Board of Directors of the Association.
- C. **Workmen's Compensation.** Workmen's compensation policy to meet the requirements of law.
- D. **Flood Insurance.** In such form of coverage is required or deemed necessary by the Board of Directors of the Association.
- E. **Other Insurance.** Such other insurance of the Board of Directors of the Association shall determine from time to time to be desirable.

15.3 **Waive Subrogation.** If available, and where applicable, the Association shall endeavor to obtain policies, which provide that the Insurer waives its right of subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests.

15.4 **Premiums.** Premiums upon insurance policies purchased by the Association shall be charged as a common expense.

15.5. **Insurance Trustee; Loss Payable Provisions.** All insurance policies purchased by the Association shall be 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 losses shall be paid to the Insurance Trustee. The Association will promptly notify the Insurance Trustee of any loss. The Insurance Trustee shall not be liable for payment of premiums or for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the Unit Owners and their mortgages in the following shares but which shares need not be set forth on the records of the Insurance Trustee:

- A. Common Elements. Proceeds on account of damaged common elements – an undivided share for each Unit Owner, such share being the same as an undivided share in the common elements appurtenant to his Unit.
- B. Units. Proceeds on account of damage to Units shall be held in the following undivided shares.
 - (1) Where the building is to be restored – for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.
 - (2) When the building is not to be restored – an undivided share for each Unit owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.
- C. Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the distribution of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.6 Distribution of Proceeds. Proceeds of Insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- A. Expenses of the Trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.
- B. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittance to Unit Owners and their mortgages being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. In this event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal

property as may be lost or damaged, the proceeds shall be disbursed to the beneficial Owners as surplus, in the manner elsewhere stated herein.

- D. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, as to the names of the Unit Owners and their respective shares of the distribution, provided, however, that such certificate shall not be binding insofar as mortgagees of Units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such mortgagees prior to any disbursement to Owners or mortgagees.

15. 7. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under Insurance Policies purchased by it or the Association and to execute and deliver releases upon the payment of claims.

Section 16. Reconstruction or Repair After Casualty.

[NOTE: BECAUSE OF ARTICLE V OF THE ORIGINAL DECLARATION, THE INSURANCE PROVISIONS IN ARTICLE VII, SECTION J OF THE ORIGINAL DECLARATION CANNOT BE CHANGED. THEREFORE, THE PROVISIONS OF ARTICLE VII, SECTION J OF THE ORIGINAL DECLARATION ARE REPRODUCED PARTLY IN THIS SECTION 16 AND PARTLY IN SECTION 15 ABOVE. THE ONLY CHANGES MADE ARE THE RE-NUMBERING OF THE SECTIONS AND SUBSECTIONS; THE TEXT REMAINS THE SAME.]

16.1 Loss Within a Single Unit. If loss shall occur within a single Unit or Units, without damage to the common elements and/or the party wall between the Units, the insurance proceeds shall be distributed to the beneficial Unit Owner(s) – remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by said mortgagee. Said remittance shall be made solely to an institutional First Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the Insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

16.2 Minor Damage. Where a loss or damage occurs within a Unit or Units, or to the common elements or to any Unit or Units, or to the common elements or to any Unit or Units and the common elements, but said loss is less than “major damages” as hereinafter defined, it shall be obligatory upon the Association and the Unit Owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than “major damage”.

- A. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the costs of repair and restoration.

- B. If the damage or loss is limited to the common elements, with no or minimum damage or loss to any individual Units, and if such damage or loss to the common elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association, as hereinabove provided, shall promptly contract for the repair and restoration of the damage.**
- C If the damage or loss involves individual Units encumbered by Institutional First Mortgagees, as well as the common elements and/or the party wall between Units, or if the damage is limited to the common elements alone or the party wall between Units, but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, provided, however, that upon the request of an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. At such time as the aforesaid Institutional First Mortgagee is not the holder of a mortgage on a Unit, then this right of approval and designation shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association, and the aforesaid Institutional First Mortgagee, if said Institutional First Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the aforesaid Institutional First Mortgagee, and the Insurance Trustee, and deliver same to the Insurance Trustee, and the foregoing shall be in such form as any of the aforesaid parties may require.**

In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforescribed, shall have the right to require the Association to obtain a completion, performance and payment bond. In such form and amount, and with a bonding company authorized to do business in the State of Florida, as are acceptable to the said mortgagee.

- D. Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.**
- E. If the net proceeds of the insurance are insufficient to pay for the estimated costs of the restoration and repair (or for the actual costs thereof if the work has actually been done), the Association shall promptly, upon determination**

of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owners' share in the common elements, for the portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual Owners for the portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Directors of the Association finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged Unit(s), then the Board of Directors of the Association shall levy an assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owner's share in the common elements, just as through all of said damage had occurred in the common elements. Special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

- F. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional First Mortgagee upon request thereof, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to special assessment for such sum.

16.3 Major Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "major damage" shall mean loss or damage whereby three-fourths (3/4) or more of the total Unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of casualty insurance coverage becomes payable. Should such "major damage" occur, then:

- A. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.
- B. Thereupon, a meeting of the Unit Owners shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the Unit Owners of this Condominium with reference to the abandonment of the Condominium project, subject to the following:
- (1) If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired,

unless three-fourths (3/4) of the Unit Owners of this Condominium shall vote to abandon the Condominium project, in which case the Condominium Property shall be removed from the provisions of the law by the recording in the Public Records of Palm Beach County, Florida, an instrument terminating this Condominium, which said instrument shall further set forth the facts effecting the terminating certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the Unit Owners shall, thereupon, become Owners as tenants in common in the property, i.e. the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium, and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of Condominium.

- (2) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the Unit Owners of this Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the Condominium Property removed from the provisions of the law, and the Condominium terminated, as set forth in the immediately preceding Subsection B.1, and the Unit Owners shall be tenants in common in the property in such undivided interests and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as provided in the immediately preceding Subsection B.1. In the event a majority of the Unit Owners of this Condominium vote in favor of special assessments the Association shall immediately levy such special assessment, and thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration. The special assessment fund shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property.

- C. In the event any dispute shall arise on to whether or not "major damage" has occurred. It is agreed that such finding made by the Board of Directors of the Association shall be binding upon all unit owners.

16.4 Surplus. It shall be presumed that the first monies distributed in payment of costs or repair and restoration shall be from the insurance proceeds and if there is a balance in the funds held by the insurance Trustee after the payment of all costs of the repair and restoration such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated herein.

16.5 Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee the Association shall forthwith deliver such certificate.

16.6 Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

16.7 Association's Power to Compromise Claims. The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of comprising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon payment of claims.

Section 17. CONDEMNATION OR EMINENT DOMAIN:

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocable appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit

shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- A. Restoration of Unit. The Unit shall be made habitable, if the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.
- B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.
- C. Adjustment of Share in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the common elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit. The remittance being made payable jointly to the Owner and mortgagee(s).
- B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the common elements and shall be placed in condition for use by some or all Owners in a manner approved by the Board of Directors.
- C. Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the Unit that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of Owners. This shall be done by restating the shares of continuing Owners in the common elements as percentages of the total of the number representing the share of these as they existed prior to the adjustment.
- D. Assessments. If the amount of this award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall

be raised by special assessment against all Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those Owners in the common elements after the changes affected by the taking.

- E. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one qualified appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any Court or competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements. Awards for the taking of common shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

17.8 Amendment of Declaration. Any changes in Units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment need be approved only by a majority of all Directors. The consent of the Owners or lien holders is not required for any such amendment.

17.9 Priority Conflict. In the event of any conflict between Section 18 and this Section 17, the provisions of this Section 17 shall control and govern.

Section 18. TERMINATION: The Condominium may be terminated in the following manner.

18.1 Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of Units in the Condominium and by all record owners of mortgages.

18.2 Major Damage. If the Condominium, as a result of casualty, suffers "major damage" to the extent defined in Section 16.3, and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership of the property in this Condominium will thereby terminate without agreement.

18.3 General Provisions. Upon termination, the former Owners shall become the Owners, as tenants in common, of all Condominium and Association Property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

The mortgagee or lienor of an Owner, shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President or Secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Palm Beach County, Florida.

18.4 New Condominium. The termination of the condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.5 Sale; Partition.

- A. Except as may be provided otherwise in Section 18.5 (B) below, following termination, the former Condominium Property and the Association Property may be partitioned and sold upon the application of any Unit Owner. If following a termination, at least seventy-five percent (75%) of the voting interests determine to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to affect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.
- B. If the proposed termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association, and by all Institutional Mortgagees, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the parcels of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. During this option period, and up through the date of closing on the option, no actions for partition shall lie. The options shall be exercised upon the following terms:
 - (1) **Exercise of Option.** An Agreement to Purchase executed by the Association and/or the record Owners of the parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered mail, to each of the record Owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating Owner and/or the Association, and shall require the purchase of all parcels owned by Owners not approving the termination, but the Agreement shall affect a separate contract between the seller and his purchaser.

(2) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement and, in the absence of agreement as to price, it shall be determined by appraisers appointed by a Judge of the Circuit Court in and for Palm Beach County, Florida on the petition of the seller. The expense of appraisal shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

18.6 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

18.7 Provisions Survive Termination. The provisions of this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

Section 19. COMPLIANCE AND DEFAULT:

19.1 Duty to Comply; Right to Sue. Each Owner, his tenants, guests, servants and agents, and the Association, shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- A. The Association;
- B. A Unit Owner;
- C. Anyone who occupies or is a guest in a Unit; or.
- D. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations of the Board of Directors: as amended from time to time: and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, servants, etc. or any occupants of their Units.

19.3 Waiver of Rights. The failure of the Association or of an Association member to enforce any rights, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or Directors may waive notice of specific meetings as provided in the By-Laws. Any written instrument or instruction given by a prospective purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the Condominium Documents.

19.4 Costs and Attorneys' Fees. In the event the Association incurs any costs and attorney's fees arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, lessees, servants, etc. or any occupants of the Unit), to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the Owner shall be responsible for the costs and attorneys' fees (including appellate attorneys' fees) in the event the Association is successful. Such entitlement to costs and attorneys' fees shall include all costs and attorneys' fees incurred by the Association, regardless of whether a lawsuit is filed. If these attorneys' fees and costs are not paid, the amount shall be deemed a Charge and shall be collectible in the same manner as a Charge as set forth elsewhere in this Declaration.

19.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or Law, 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 from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations of the Association, or at Law or in equity.

19.6 Notice of Lien or Suit.

- A. **Notice of Lien.** An Owner shall give to the Association written notice of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the Owner receives actual notice of the attachment thereof.
- B. **Notice of Suit.** An Owner shall give notice, in writing to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given five (5) days after the Owner receives actual knowledge thereof.
- C. **Failure to Comply.** Failure of an Owner to comply with this Section 19.6 will not affect the validity of any judicial suit, however the failure may render the Owner liable to any party injured by such failure.

Section 20. RIGHTS OF MORTGAGEES:

20.1 Amendments to the Declaration. Written consent of the institutional Mortgagee of a Unit shall be required for any amendment to this Declaration referred to in Section 21.5.B.C.D and E. below.

20.2 Approval of Transfers-Exemption. All Institutional Mortgagees are exempt from the requirements of Association approval of transfers under and as provided in Sections 13.1 and above 14.2 above, and are exempt from the limitations of Section 14.1.A above.

20.3 Mortgage Foreclosure. Except as otherwise provided by Law as amended from time to time, the mortgagee of a first mortgage, who obtains title to a Unit as result of a foreclosure of the first mortgage or as the result of a deed given in lieu of foreclosure, shall only be liable for assessments attributable to the Unit, or chargeable to the former Owner of the Unit which came due prior to the acquisition of title in the amounts provided in Section 718.116, as amended from time to time. Any other person or mortgagee of a Unit who obtains title to a Unit as a result of foreclosure or as a result of deed in lieu of foreclosure, other than the mortgagee of a first mortgage, is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer. Any unpaid share of common expenses or Charges which such first mortgagee is exempt from liability becomes a common expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium parcel by foreclosure or by a deed in lieu of foreclosure may be excused from the payment of any assessments or Charges coming due during the period of such ownership. Any future changes to Section 718.116, Florida Statutes relating to the liability for assessments by a first mortgagee or Institutional Mortgagee or other purchasers in the event of the foreclosure of the mortgage or a deed in lieu of foreclosure shall apply and are incorporated herein by reference.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

20.5 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association and the books records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours or under other reasonable circumstances. Photocopies shall be provided at the expense of the person request requesting them.

20.6 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the project or the Unit securing its mortgage.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

20.8 Access. All mortgagees shall specifically have complete right of access to all of the common elements, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan.

20.9 Priority. All provisions of a real property mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration, including the provisions of this Section 20. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any Institutional Mortgage at any time made in good faith and for a valuable consideration upon any Unit.

20.10 Presumption. Where an Institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed hereto be deemed to be an Institutional first mortgage.

Section 21 AMENDMENT OF DECLARATION:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

21.2 Procedure; Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use

underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

21.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Condominium Documents, this Declaration may be amended by concurrence of not less than a majority of the voting interests present in person and by proxy, with a quorum present, at any annual or special meeting called for the purpose.

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

21.5 Provisos

- A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.
- B. No amendment shall change the configuration or size of any Unit in any material fashion; materially modify the appurtenance to the Unit; change the percentage by which the Owner shares the common expenses or owns common surplus; or enlarge the common elements; unless the record Owners of the Unit concerned and all record Owners of institutional mortgages on the Unit shall join in the execution of the amendment. This proviso shall not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 above.
- C. No amendment shall make any change to Section 15 and 16 unless the record owners of institutional mortgages upon Units join in the execution of the amendment.
- D. No amendment shall diminish or impair any of the rights privileges powers and/or options provided in this Declaration in favor of or reserved to record owners of any institutional mortgages unless the institutional mortgages shall join in the execution of the amendment.
- E. Section 18 above concerning termination shall not be amended without the consent of all voting interests and all record owners of mortgages on the Units.
- F. Special Provision Concerning the ACT and ADMINISTRATIVE RULES. Notwithstanding any other provision in this Declaration to the contrary the following shall apply: Upon the vote of a majority of the full Board of Directors and the vote of a majority of the voting interests of the members in

attendance in person and by proxy at an owners meeting any one or more of the following amendments to the Declaration may be approved and become effective:

- (1) Any amendment which is necessary to enable the COMMUNITY to attain or retain EXEMPTION THREE or the ACT.
- (2) Any amendment which is necessary to refine those amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (3) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (4) Any amendment which is made which otherwise relates to the ACT and/or ADMINISTRATIVE RULES.
- (5) Any amendment which may be required due to regulations /laws/ordinances adopted from time to time by the Federal National Mortgage Association (FNMA) and/or any other governmental entity.

21.6 Correction of Errors. If there is an omission or error in the Declaration of Condominium or in other documents required by Florida Law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

Section 22 MISCELLANEOUS PROVISIONS

22.1 Severability The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

22.2 Applicable Statutes and Laws. The validity application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it exist on the date hereof, and any other Laws as they exist on the date hereof. Proviso. If any provisions in the Condominium Documents specifically provide that future changes to the law shall apply, then the future changes to the law shall be incorporated into the particular provision.

22.3 Priorities in Case of Conflict In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Condominium Act.
- B. Other Florida Statutes which apply.

- C. This Declaration.
- D. The Articles of Incorporation.
- E. The By-Laws.
- F. The Rules and Regulations promulgated by the Board of Directors.

22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits: Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

22.5 Exhibits There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which under the Condominium Act is required to be part of the Declaration.

22.6 Invalidity In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

22.7 Captions. The captions in this Declaration and in the Articles of Incorporation and By-Laws attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in these Condominium Documents.

22.8 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders.

22.9 Owners' Affirmative Duty. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any changes and mailing addresses. The Association shall be permitted to rely on the information supplied by Owners in writing.

Section 23. MINIMUM AGES FOR OCCUPANCY AND OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988

23.1 MINIMUM AGES FOR OCCUPANCY. The minimum age for occupancy and their rights of visitation are as stated in Section 12.2 above.

23.2 STATEMENT OF INTENT. It is hereby declared by this COMMUNITY that the COMMUNITY desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It is more specifically the desire and intention of the COMMUNITY to meet the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern.

Furthermore, in addition to these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to and adhere to policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or older.

23.3 OCCUPANCY BY OLDER PERSONS - 55 OR OVER HOUSING

23.3.1 Except for persons who are grandfathered-in as provided for in Section 23.5, and except for persons referred to in Section 23.3.2 below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 12.2 of this Declaration.

23.3.2 Exceptions to Section 23.3.1: Future Occupancies. The following future occupancies shall be permitted even though the person(s) has/have not attained the age of 55 years.

(A) Occupancy by a surviving spouse. Also permitted is a surviving non-spouse companion, provided that the surviving companion resided with the deceased at the time of the deceased's death.

(B) Occupancy by any person who obtains ownership of a Unit by devise or inheritance.

23.3.3 Every Owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Section 23.3 is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, this Section 23 shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

23.3.4 Any transfer approved by the Association under this Declaration shall be conditioned upon this occupancy requirement being met at all times; In the event that this occupancy requirement is not met, the approval shall be deemed automatically revoked, giving the Association the remedies provided for in Section 23.4 next below.

23.4 REMEDIES FOR NON-COMPLIANCE. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in this Declaration or in the By-Laws, or by law:

23.4.1 Lease of a Unit

(1) In the event of a lease of a Unit, and the occupancy and other requirements of this Section 23 are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner of the Unit and the lessee(s) and/or

other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.

- (2) The Association, as agent for the Owner, shall also be entitled to evict the lessee(s) and other occupants from the Unit.
- (3) The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify that: The lessee(s) and all other occupants shall abide by this Declaration, Articles of Incorporation and By-Laws, and Rules and Regulations of the Association; and that the Association has the remedies provided for in this Section 23.4.1. Costs and attorneys' fees incurred by the Association in connection with the exercise of its remedies under this Section 23.4.1, provided that the Association prevails, shall be the responsibility of the Owner(s) of the Unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

23.4.2 Other Occupancies. Unless under an exception provided in Section 23.3.2: In the event of an existing ownership; or in the event of a loan, sale, gift, or other transfer of title; and the occupancy requirements of this Section 23 are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s)).

In that event, if the Association prevails, the Owner(s) shall be responsible for costs and attorneys' fees incurred by the Association in connection with its enforcement of this Section 23.

23.4.3 Proof of Age Should any person fail or refuse to provide Proof of Age as required under Section 23.7 below, the Association shall be justified in presuming that such person is not 55 years of age or older.

23.5 GRANDFATHER PROVISIONS Section 23.3 above shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 12.2 above and provided that they register with the Association as provided for below:

23.5.1 Leases Any lessee(s) and other occupants of a Unit under a valid and approved written lease, which was fully executed prior to the Effective Date of this Amendment, shall obtain grandfather status. This grandfather status for the lessee(s) and other occupants shall apply for the duration of the lease. Furthermore, this grandfather status applies beyond the duration of the lease and with respect to any Unit within the COMMUNITY, only if the particular lessee(s) and/or other occupants were validly occupying a Unit under a lease in the COMMUNITY on September 13, 1988.

23.5.2 Other Occupancies (Other Than Leases)

(A) OCCUPANCY ON SEPTEMBER 13, 1988 Any Owner(s) and any persons not mentioned in Section 23.5.1 next above, who WERE validly occupying a Unit as a residence on September 13, 1988, shall obtain grandfather status.

(B) OCCUPANCY AS OF THE EFFECTIVE DATE: Any Owner(s) and any persons not mentioned in Section 23.5.1 next above, who ARE validly occupying a Unit as a residence as of the Effective Date of this Amendment, shall obtain grandfather status.

23.6 REGISTRATION REQUIRED

23.6.1 All Owners, lessees and occupants if they have not already done so, must register with the Association within thirty (30) days after the Effective Date of this Section 23, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status under Section 23.5 above unless the person has properly registered. These items to be delivered for registration are as follows:

(A) A fully completed and signed registration form to be provided by the Association; and

(B) Documentation demonstrating proof of age as provided for in Section 23.7 below; and

(C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association).

The Association shall mail/deliver a registration form to all Owners, as their names appear on the books and records of the Association. It shall be the responsibility of the particular Owner, not the Association, to provide the lessee(s) and/or other occupants in the Unit with registration form for the lessee(s)/occupant(s) to complete and return to the Association.

23.6.2 Even though a person under the age of 55 years is given grandfather status or is provided with an exception under Section 23.3.2 above, this shall not entitle the permanent occupancy in the Unit by any other person unless:

(A) At least one (1) person occupying the Unit is 55 years of age or older; or

(B) That other person is also accorded grandfather status under Section 23.5 above; or

(C) That other person is granted an exception under Section 23.3.2 above.

23.7 PROOF OF AGE

23.7.1 AFTER THE EFFECTIVE DATE. All Owner(s) who obtain record title after the Effective Date of this Amendment and all persons who permanently occupy the Units after the Effective Date of this Amendment shall, prior to the obtaining record title and/or taking permanent occupancy and/or as part of the approval of transfers process under this Declaration, deliver to the Association, documentation demonstrating Proof of Age as provided above.

23.8 NON-OCCUPANCY STATUS. Each Owner or lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used in this Section 23.8, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period of in excess of thirty (30) days. It is understood that this is a necessary requirement because the ADMINISTRATIVE RULES require record keeping of occupied and unoccupied Units. The Association shall be authorized to adopt a form for use in connection with the reporting under this Section 23.8.

23.9 SPECIAL POWER AND DUTY. It is hereby recognized that a power of the Board of Directors is to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for this COMMUNITY to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. It is furthermore a duty of the Board of Directors to take whatever steps are reasonably necessary, subject only to limitations of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Condominium Act, for the COMMUNITY to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

23.10 EFFECTIVE DATE. This Section 23 incorporates provisions (with some modification) as contained in an Amendment to the Declaration recorded on December 28, 1988, Accordingly the Effective Date of this Section 23 is December 28, 1988.

Section 24. EFFECTIVE DATES: The Effective Date of the provisions of this Second Amended and Restated Declaration with Exhibits, including Articles of Incorporation and By-Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of Palm Beach County, Florida. EXCEPT HOWEVER, that the Effective Date of any provision in this Second Amended and Restated Declaration and the Articles of Incorporation and By-Laws which was also contained in the original Declaration with Exhibits, including Articles of Incorporation and By-Laws, or any amendments prior to this Amended and Restated Declaration with Exhibits, including Articles of Incorporation and By-Laws, though re-numbered and reworded, shall be the Effective Dates expressed in the original Declaration with Exhibits, including Articles of Incorporation and By-Laws and amendments thereto, as applicable.

COUNTY OF NEWCASTLE)

I HEREBY CERTIFY that on this 10TH day of JULY, 2009, before me personally appeared Irving Chernekov as Secretary of PINE RIDGE SOUTH II CONDOMINIUM ASSOCIATION, INC. a Florida Corporation not for profit, to me known to be the individual and officer described in and who executed the aforesaid Certification as the free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at CLAYMONT in the County of NEWCASTLE, State of ~~Pennsylvania~~, the day and year last aforesaid
DELAWARE

Diane Gooding
NOTARY PUBLIC, State of ~~Pennsylvania~~ at Large
DELAWARE

My Commission Expires:

DIANE GOODING
Notary Public - State of Delaware
My Comm. Expires May 12, 2011



**SCHEDULE OF EXHIBITS TO SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

<u>Exhibit Number</u>	<u>Description and Comments</u>
"A"	Legal Description of the Properties, including the Recreation Area and Water Management Area: Exhibit "A" to the original Declaration is incorporated herein by reference.
"B"	Second Amended and Restated Articles of Incorporation: Attached.
"C"	Schedule of Owners' Shares of Ownership of Common Elements and Common Surplus: Exhibit "C" to the original Declaration is incorporated herein by reference.
"D"	Description of Properties, including surveys plot plans and floor plans: Exhibit "D" to the original Declaration and to the Amendments adding Phases is incorporated herein by reference.
"E"	Second Amended and Restated By-Laws: Attached.

PINE RIDGE SOUTH II
CONDOMINIUM ASSOCIATION INC.
A 55 and Over Community
200 PINE HOV CIRCLE
GREENACRES, FL 33463
(561) 439-6949

Dear Unit Owner,

Enclosed is your copy of the 2009 Updated Rules and Regulations of Pine Ridge South II. To the best of our knowledge, this document is a compilation of all of the rules and regulations passed by all of the boards since the village was built and now includes some new items. Some of the items listed are also found in the Declaration of Condominium, The Articles of Incorporation and the By-Laws. They were thought to be important enough by some of the boards to include them in the rules as well. We intend to update this document yearly so that you will always have an up to date set of rules.

Please review and familiarize yourself with this document and keep it with the rest of your condominium papers. If you are renting or planning on selling your unit, please be sure to give all of the documents listed to the renter or the prospective buyer. If you have lost or misplaced the three documents listed above, you can get a new set in the office for twenty five (\$25) dollars.

We hope you will find this document helpful.

Respectfully,

Norman Tursky for the Board of Directors

**PINE RIDGE SOUTH VILLAGE II CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
UPDATED APRIL 2009**

Declaration of Condominium Sec. 12.13

Rules and Regulations. Reasonable regulations concerning the use of the Common Elements, Limited Common Elements and Units and the operation of the Association may be made and amended from time to time by the Board of Directors. Copies of these regulations and any amendments to them shall be furnished by the Board of Directors to all Owners in the Condominium; however, the failure of the Association to comply with this requirement shall not affect their enforcement.

In order for a community of any size to function smoothly, it must formulate a set of clearly defined rules and regulations. The community must also provide an even handed method for enforcing these rules and punishing violators. **This document is a listing of the rules and regulations passed by the Board of Directors in open session at workshop and/or board meetings. It is not intended to be a comprehensive re-statement of the provisions of the governing documents. They dictate all decisions and actions of the community. Decisions should be made based on the provisions in the governing documents.**

Pine Ridge South Village II has clearly demonstrated its willingness to abide by the rules and regulations as stated in the 2009 revision of our condominium documents and in the minutes of the past Board of Directors meetings. It is important to point out that these rules and regulations were voted by all of the elected Boards of Directors, and will stay in effect until an elected board repeals, changes or modifies them. This updated listing of rules and regulations has been compiled to make it easier for the residents of Pine Ridge South Village II to be aware of these rules and to understand their responsibility to the community by abiding by them.

We must all realize that rules and regulations can only be enforced if the governing body (**Board of Directors**) has the authority to punish violators. Section 718.303(3) of the Florida statutes governing condominiums states that the Board of Directors may impose fines on any unit owner for any violation of the rules as spelled out in the Declaration of Condominium, the Articles of Incorporation, the By-Laws and all lawfully adopted Rules and Regulations voted by the **Board of Directors**.

Section 8 of our By-Laws "System of Fines for Non-compliance" states in detail the penalty process that will be followed for violations of these rules. Penalties can range from a warning to a **one hundred (\$100) dollar fine per violation per day up to a maximum of \$1,000 per type of violation**. In extreme cases of non-compliance or in cases involving failure to pay imposed fines, **the board has the authority to institute legal proceedings**.

All unit owners are urged to read section "I" of the By-Laws and the "**Procedure for Assessing Fines for Violation of PRS II Condominium Rules**" to familiarize themselves with the process. It is also the responsibility of each unit owner to transmit information about our rules and regulations to guests and tenants and to point out that every resident of our village, owner, renter or guest, must abide by all the rules and regulations.

TABLE OF CONTENTS AND LISTING OF PROCEDURES AND FORMS

RULES AND REGULATIONS

Section

- A. Sale, Lease and Occupancy of Units.
- B. Architecture and Buildings.
- C. Grounds and Common Elements.
- D. Behavior at the Swimming Pool.
- E. Shuffleboard and Bocce Court.
- F. Keeping of Pets and Animals.
- G. Parking and Operation of Motor Vehicles.
- H. Guest Use of Condominium Units.
- I. Administration and Office.
- J. Finance
- K. Use of the Clubhouse

THE FOLLOWING REQUIRED FORMS ARE AVAILABLE IN THE OFFICE

- 1. Unit Sales
- 2. Unit Rental
- 3. 12 Month Rental Renewal
- 4. Clubhouse Use Request
- 5. Architectural Change Request

**SECTION A,
RULES GOVERNING SALE, LEASE, AND OCCUPANCY OF UNITS.**

1. All application forms submitted for the sale or lease of any unit must be complete and have all the required documentation including all appropriate fees before any action will be taken by the Screening Committee.
2. All lease periods shall be for a minimum of three (3) consecutive months and a maximum of twelve (12) consecutive months.
3. Subleasing of a unit or a part of a unit is prohibited.
4. At least one (1) person occupying a unit on a permanent basis must be fifty five (55) years of age or older. Other occupants must be eighteen (18) years of age or older. (See documents for exceptions)
5. All new sales or rentals require the personal appearance of the prospective owner(s) or lessee(s) during the screening process unless a phone or fax screening is approved by the board on the basis of hardship or other extenuating circumstances. A one hundred (\$100) dollar screening fee must be paid prior to the approval of a transfer of ownership or a lease approval. If purchasers and /or renters are not husband and wife, each must pay the one hundred (\$100) dollar screening fee. All screening fees are non refundable. A security deposit must be provided by the owner or the tenant to be held by the association in a non-interest bearing account for the duration of the lease.
6. All screenings may be scheduled on the first and third Thursday of the month and from 10 a.m. to 12 p.m. or from 6 p.m. to 8 p.m.
7. A new and complete application is required for each new seasonal occupancy. If a seasonal renter was a renter in the village the previous year and there are no violation letters in the file, the owner may submit a "Request for Renewal of Approval of Lease Application", with the fee of one hundred (\$100) dollars, for each unmarried person, at least thirty (30) days prior to the start of the new lease. The unit owner will be notified if approved within fifteen (15) days and no personal screening will be required.
8. For renewal of a twelve (12) month lease with no change of occupants. (See Renewal Procedure)
9. Owners are responsible for informing their tenants about the rules and regulations that govern Pine Ridge South Village II. All unpaid fines levied for violations by a tenant or guest will be assessed and collected from the owner of the unit.
10. Owners intending to sell, or in any way change ownership, or lease their unit(s) must give notice of intent to the board of directors, in a timely manner.
11. Occupation of the unit prior to board approval can result in legal action to remove the applicant from the unit and have his/her car(s) towed. All expenses will be charged to the unit owner.
12. Owners are responsible for supplying all of the condominium documents to the buyer or renter. If lost or misplaced, they can be purchased in the office for twenty five (\$25) dollars.
13. Rowdy or offensive behavior or the use of coarse language is prohibited in any unit or in any area of the common element.
14. For owners who rent their units, the right of dual usage of the village facilities is prohibited per chapter 718.106(4), Florida Statutes (The Condominium Act) "when a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant.
15. Keys to the clubhouse and pool area may be given to unit owner's guests only for the time of the visit.

SECTION B
RULES GOVERNING ARCHITECTURE AND BUILDINGS

1. Unit owners or occupants may not alter any part of the exterior of the building, the common element or the limited common element without written approval of the board of directors.
2. All modifications of existing air conditioning units, storm awnings, security doors or glass sliding patio doors must be approved by the board of directors.
3. Direct replacement of the second floor air conditioning unit must occupy the same space as the original unit and must not alter the color or appearance of the building. A replacement unit for the second floor air conditioner may be installed on the ground floor. The board must approve each request. The unit owner is financially responsible for all costs incurred including restoration of the appearance of the building.
4. No alteration of the interior walls in any unit shall be made without written approval of the board of directors.
5. Explosives or inflammable material may **NOT** be stored anywhere in the building - i.e. gasoline, propane tanks etc.
6. Unauthorized signs are not permitted if they are visible from outside the building.
7. Except for the American flag, which can be displayed per the federal flag display standards, no unit owner shall cause anything to be attached, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building without the written consent of the board of directors.
8. New occupants will have thirty (30) days from date of occupancy to provide appropriate window treatment for all windows in their apartment. The exterior surface of all windows and glass door coverings must be earth tones.
9. No articles (plants, boxes, etc) may be kept on the entry way walls, steps and landings. Exception: bicycles, folding chairs and barbeques, a garden hose on a reel and other gardening instruments may be stored under the stairs.
10. Owners who install carpeting in the stairwell area of the buildings shall be jointly and severally responsible for the maintenance, repair and replacement of the carpeting, pursuant to Section 11.2.E.3 of the Declaration of Condominium. Should the owner fail to maintain, repair or replace the carpeting, the Association may force the owners to do so pursuant to notice and the procedures set forth in Section 11.4 of the Declaration of Condominium.
 - A. Carpeting throughout the building entryway shall be almond in color. Sample available in the office.
 - B. Worn carpeting must be removed or replaced by installer.
 - C. Painting of stairways and landings in the entryway is not permitted.
 - D. All metal strips must be gold in color.
11. Screened patios and balconies shall contain neatly arranged furnishings designed for that purpose. Patios are part of the limited common element and must not be unsightly.
12. No clotheslines or similar devices shall be permitted anywhere in the common or limited common element.
13. For any absence longer than three (3) days, occupants are required to have the unit's water supply turned off at the water meter to avoid the possibility of flooding.
14. The name(s) of all occupant(s) must be firmly attached to the mail box within seven (7) days of occupancy unless such disclosure is prohibited by law.
15. Occupant or owner must grant right of entry to the unit for emergencies or repairs.
16. Television, radio and stereo sound levels must be regulated so that sound cannot be heard more than twenty five (25) feet from the unit. From 10 pm to 8 am sound must be regulated so that it cannot be heard outside the unit.
17. Rowdy or offensive behavior or the use of coarse language is prohibited in any unit or in any area of the common element.

SECTION "B" CONTINUED ON NEXT PAGE

18. Nothing shall be attached to the outside of the buildings. One hose on a small portable reel may be stored near each outside building faucet. Color: Must be Green or Beige.
19. Any kind of damage to a unit must be inspected by the property manager and one board member before the association takes action, if any.
20. The electrical committee shall be responsible for all community holiday lighting.
21. An Architectural Change Form must be submitted and approved before any additions, changes and/or modification to any unit that requires board approval can be started.
22. Tinted Windows: Color: Bronze or Gray.
23. Security Door specifications: Color: Semi or Hi Gloss color of the building.
Material: 6 panel, steel or fiberglass.
24. Jalousie Door Specifications: Color: Bronze.
Material: Steel or Aluminum.
25. Storm and/or Screen Door Specifications: Color: Bronze.
Material: Aluminum or Steel.
Configuration: Full Screen with Kick Plate.
Two (2) Panels with Kick Plate.
Three (3) Panels with Kick Plate.
Glass or Plexiglas Panels Allowed.
Decorative Bars may be attached to the bottom only.
26. Protective polypropylene panels may be used on porch windows only.
27. Full length glass inserts, plain or with movable mini blinds in between the glass are allowed only on the steel door located at the entrance to the living room and only if the porch has steel roll downs or a glass enclosure and an approved security door located at the stairway.
27. Clamshell Sunshades: Color: Color of the Building with Brown Stripes. Must be uniform with existing installations.
Material: Aluminum.
28. Hurricane Shutters: Color: Beige or Ivory.
Material: Aluminum or Steel.
Configuration: Accordion Style.
29. Corrugated aluminum shutters are allowed on the Lanai only and must be the color of the building.
30. Pool Awning: Color: Top, Light Beige. Side Panels: Brown & Beige Stripes.
31. Glass Enclosed Patio: Frame: Bronze.
32. All second floor interior floors except the patio must have an approved sound deadening cork or foam under under the tile, and must be approved by the Board.
33. All laminated flooring on second floor units must use the sound deadening material specified by the flooring manufacturer and installed per their instructions. Samples must be submitted for board approval before installation.
34. Outdoor cooking or grilling is strictly prohibited on patios and balconies.

SECTION C

RULES GOVERNING GROUNDS AND COMMON ELEMENTS

1. No person shall feed, nor in any way contribute to feeding, either by hand or distribution of food in any form or in any manner whatsoever, fish, ducks, pigeons, birds, ant species, squirrels or any stray domesticated or non-domesticated animals at any time anywhere on the grounds.
2. Bird feeders are not permitted anywhere in the village.
3. Planting of flowers, trees or shrubs by residents anywhere in the common element is prohibited. Residents may plant selected annuals only in the three (3) foot area in front of the patio screen. These plantings must be removed by the resident before they leave for their summer vacation or when the flowers die.
4. Nothing is permitted to be planted or left alongside the hedgerows between the Villages.
5. Potted plants cannot be placed or hung outside the unit.
- 5a. Subject to board approval, ornamental figures that meet the following requirements may be placed outside the building.
 1. Height: 18 inches maximum.
 2. Width: 12 inches maximum.
 2. Length: 18 inches maximum,Number of statues not to exceed two (2) per side of each entrance or eight (8) per building.
Statues of any kind are, subject to the approval of the board.
6. Barbequing is allowed fifteen (15) feet from the buildings. All reasonable precautions must be taken to insure safety.
7. No ball playing of any type is permitted within the boundaries of Pine Ridge South Village II.
8. No activity involving the throwing of objects into the air (lawn darts, Frisbees etc.) is permitted anywhere in Pine Ridge South Village II.
9. No resident (unit owners, renters or guests) may interfere with or prevent any contractor, sub contractor or any person authorized by the board or manager from performing any task necessary for the maintenance of village property.
10. Garbage and rubbish **MUST** be placed in plastic bags and tied shut before it is put in the dumpster. Newspapers and magazines **MUST** be put in the recycle bins. Large cartons **MUST** be flattened before they are put in the dumpster. Large objects **MUST** be placed outside the dumpster and the office **MUST** be informed to ensure its removal.
11. The safety of visiting children shall be the responsibility of the host.
12. Children are not permitted to play or wade in the lake.
13. Rowdy or offensive behavior or the use of coarse language is prohibited on the grounds and in the common elements.
14. All holiday lighting is allowed.
15. There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity, or any other purpose whatsoever, unless specifically authorized by the Association.
16. In the event any Owner shall fail to properly discharge his/her maintenance, repair and replacement obligation, and after 30 days notice to correct the violation, the Association shall have the right to rectify the condition and bill the cost of the Work to the unit owner.
17. The Social Committee may have a key to the clubhouse AC thermostat.

SECTION D

RULES GOVERNING BEHAVIOR AT THE SWIMMING POOL

Note: ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. OWNERS AND THE ASSOCIATION ARE NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES. THE ASSOCIATION RESERVES THE RIGHT TO DENY THE USE OF THE POOL TO ANYONE WHO DOES NOT OBSERVE THE RULES AND REGULATIONS.

1. All pool lounges must remain on the wooden deck in the pool area.
2. All pool chairs and lounges must be covered with towels when being used by persons wearing swimwear.
3. All chairs and lounges will be available on a first come basis. No chairs or lounges may be reserved at any time except for brief lunch breaks in the clubhouse.
4. No towels or articles of clothing shall be hung on fences or any other equipment in the pool area.
5. Poolside use of radios is permitted only with the use of earphones.
6. Food and beverages of any kind, other than plastic bottled water, are prohibited in the pool area.
7. Running, ball playing and boisterous conduct of any kind is prohibited in the pool area.
8. No Child under the age of twelve (12) is permitted on the deck or in the pool area without proper adult supervision.
9. Floats, air mattresses, beach balls, noodles and other similar devices are forbidden in the pool or pool area.
10. Proper swimwear is required to enter the pool, including swim pants.
11. All persons must shower each time before entering the pool.
12. No soap is to be used at the pool shower or in the pool.
13. Persons with infections or contagious health conditions may not use the pool facilities.
14. All bathers must enter the pool via the steps at the shallow end or the ladders at the deep end. Diving or jumping into the pool is strictly forbidden.
15. No kiddy pools are allowed in the pool area. Kiddy pools are allowed near the units.
16. Each owner was given two (2) keys to the pool area. If lost, the replacement cost is twenty five (\$25) dollars.
17. Rowdy or offensive behavior or the use of coarse language is prohibited in the pool area.
18. The serving or consumption of alcoholic beverages in any part of the swimming pool is strictly prohibited.
19. Capacity for the swimming pool is ___ persons, which residents and guests agree to strictly enforce.
20. The Association does not provide any lifeguard or attendant.
21. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreational Areas regardless of where such property is kept, left or stored on the premises.
22. Use of the pool is a privilege and right of every member. Misuse of the pool area may result in a fine.

SECTION E
RULES GOVERNING THE USE OF THE
SHUFFLEBOARD AND BOCCE COURTS

1. Shuffleboard and Bocce courts shall only be used between 9:00 am and 10:00 pm.
2. Shuffleboard and Bocce equipment must not be mistreated or removed from the court area.
3. Shuffleboard and Bocce equipment must be returned to its storage bin after each use.
4. No one is permitted to walk on the shuffleboard and bocce courts except as required during the games.
5. Children under twelve (12) years of age are not permitted to use the shuffleboard and bocce courts without adult supervision.
6. Food and beverages of any kind are prohibited in the Shuffleboard and Bocce court area.
7. Earphones must be used when radios or stereos are played.
8. Rowdy or offensive behavior or the use of coarse language is prohibited in the Shuffleboard and Bocce court area.
9. Players shall play at their own risk.
10. Play shall be limited to one and a half (1½) hours of play. Play may continue past these restrictions providing no other players are waiting at the expiration of the preceding time limits.
11. All belongings shall be removed from Shuffleboard and Bocce courts when play is complete.
12. The Association shall not be responsible for belongings lost or stolen.

SECTION F
RULES GOVERNING THE KEEPING OF PETS AND ANIMALS

1. NO PETS OR ANIMALS OF ANY KIND OR DESCRIPTION SHALL RESIDE IN OR BE PERMITTED TO VISIT IN ANY UNIT OR ON THE CONDOMINIUM OR ASSOCIATION PROPERTY.

GRANDFATHER EXCEPTION TO THIS RULE: Any pet residing with an owner or lessee in a unit on March 7, 1984 shall be permitted to continue to reside there if the following rules and guidelines are observed.

2. Animals identified in paragraph 1 above may not be replaced upon the death of the animal or upon an absence of twelve (12) consecutive months.
3. No occupant can permit a visitor to bring a pet into the village.
4. The pet owner and/or the unit owner shall be strictly liable for any damages caused by any illegal pet.

SECTION G
RULES GOVERNING THE PARKING AND OPERATION OF MOTOR VEHICLES

1. THE FOLLOWING VEHICLES SHALL NOT BE PERMITTED TO PARK IN ANY AREA OF THE CONDOMINIUM PROPERTY: TRUCKS, PICKUP TRUCKS, MOTORCYCLES, MOPEDS, BOATS, RECREATIONAL VEHICLES, MOBILE HOMES, CERTAIN TYPES OF VANS AND ALL TYPES OF COMMERCIAL VEHICLES.
2. **EXCEPTIONS TO RULE 1:** Vehicles necessary for the maintenance, care and/or protection of the property during the time the service is being performed. Service and delivery vehicles during regular business hours. Vehicles for the handicapped.
3. No more than two (2) resident's automobiles may be parked on condominium property by a unit owner or renter without the written consent of the Board of Directors.
4. All automobiles parked on condominium property must have a current year's license tag and be properly insured.
5. All vehicles must park in the space designated for that unit unless permission has been granted by the Board of Directors to do otherwise.
6. No repairs of any type, including changing or adding of oil to the vehicle is permitted. Any repairs to the village roadway made necessary because of oil leaks or other defects to a vehicle shall be assessed against the owner.
7. All vehicles must be parked facing the buildings. Exhaust fumes may damage plants or may enter the buildings.
8. All vehicles must observe the fifteen (15) mile per hour speed limit and come to a complete stop at all "STOP" signs.
9. No cars or trucks shall traverse or park on any portion of the grass area for any purpose other than service or repairs authorized by the Board of Directors.
10. Car washing will be permitted unless drought conditions cause the county to curtail the use of water.
11. Every full time resident must have a sticker displayed in the lower driver's side of the rear window of their vehicle(s).
12. All overnight guests are required to check into the office to get a "visitors' parking permit" to hang on their rear view mirror, which will specify the make, color, license number, state and the dates the car will be on the property. **Reminder:** No owner is allowed more than twenty one (21) guest days, cumulative, in a calendar year time frame.
13. All seasonal renters are required to check into the office upon arrival. They will be issued a parking tag, which is valid for the season. Parking tags can be obtained in the office, Monday through Friday, during office hours.
14. The Property Manager will verify the registration of all cars tagged for violation of these rules.
15. Any vehicle without the proper parking tag will be subject to fines and towing.
16. All towing costs are billed to the owner of the vehicle by the towing company.
17. Vehicles which cannot operate under their own power and/or which remain with the Village for more than seventy-two hours shall be subject to fines and towing.
18. No owner shall keep any vehicle in the Village which is deemed to be a nuisance by the Board.

SECTION H

RULES GOVERNING THE GUEST USE OF CONDOMINIUM UNITS

1. A guest may visit without restriction when the owner/lessee is present in the unit if the guest is not staying overnight.
2. A guest may visit overnight for up to ninety (90) days in a calendar year if the legal owner/lessee is present in the unit.
3. A lessee shall not be permitted any overnight guests when the lessee is not present in the unit.
4. Owners are permitted to have overnight guests when the owner is not present in the unit subject to the following limitations
 - a. Each day that any guest occupies the unit shall be considered a guest day. Owner shall be limited to twenty one (21) guest days per calendar year regardless of the number of guests.
 - b. Such guests must register with the association prior to or upon arrival at the condominium.
 - c. All guests must be made aware of the rules and regulations by the owner. Owners will be held responsible for any damage to the common element caused by the guest.
5. Except as specified in the Declaration of Condominium Sec. 23.5 and Sec. 23.3.2 and 12.2, no unit shall be occupied unless there is at least one (1) person occupying the unit who has attained the age of fifty five (55) years of age.
6. Rowdy or offensive behavior or the use of coarse language is prohibited in any unit or in any area of the common element.

SECTION I
RULES GOVERNING ADMINISTRATION AND OFFICE

1. Any single item purchase in excess of \$1,000, and/or any contract for services in excess of \$1,000 per year, shall be sent out for bid.
2. Only the Officers and the Property Manager and any others at the discretion of the Board of Directors may have a key to the office.
3. Any work done on the property must be requested by and completion approved by the committee chairperson.
4. The President and the Vice President(s) may approve minor work up to one thousand (\$1,000) dollars without board approval.
5. The standing committees are:
Rules and Regulations, Buildings and Roads, Grounds and Beautification, Clubhouse Activities, Pool and Recreation, Sales and Rental Screening, Electrical, Hearings Committee, Security, Architectural, Lighting and a Ticketing Committee for Parking Violations
- 5a. Responsibility and authority of committee chairpersons:
 1. To make recommendations and advise the Board of Directors on all matters pertaining to their committee responsibilities.
 2. To supervise the use of these areas and regulate their use as defined in all of the applicable documents.
 3. To act as liaison with any other committees and/or outside entities.
 4. To report all irregularities and any action to be taken to the Board of Directors for formal approval and action as required.
 5. Recommend and request approval of the Board of Directors and/or the Association for any changes to the documents to better maintain the condominium community.
6. All Common Element projects must be approved by the Board of Directors.
7. The Social Committee is a separate entity and can elect its own officers.
8. The Social Committee's yearly calendar of events must be approved by the Board of Directors.
9. Any added social events must be approved by the Board of Directors
10. With the Board's approval, the Social Committee can spend money to support its events.
11. All incoming Directors shall take the "Fiduciary Responsibility" pledge.
12. All work orders shall be entered in a log and marked and dated complete when finished.
13. The Property Manager's office hours shall be determined by the Board of Directors.
14. The charge for late maintenance payment is twenty five (\$25) dollars.
15. The charge for replacement documents is twenty five (\$25) dollars.
16. The charge for an insufficient funds check return is the amount charged by our bank along with any other penalties permitted by law.
17. Only the President or the Vice President(s) can authorize contacting the association attorney.
18. The Board may authorize entry of a unit by no less than two (2) people, if it has been unoccupied for one (1) year or more, to insure there is no mold, insect infestation or any other condition that could affect the community.
19. If a candidate dies during an election, all votes are counted. If the deceased candidate wins, the next highest vote getter replaces the deceased candidate and so on down the line.
20. There is a limit of three (3) minutes for anyone speaking on a subject at a board meeting.

SECTION "I" CONTINUED ON NEXT PAGE

21. All committee reports must be in writing.
22. "Follow Up" is a permanent item in the Old Business section of all board meeting agendas.
23. Conference calling is approved in emergency situations.
24. A proxy without voting directions is counted as a blank proxy for attaining a quorum only. (non-vote)
25. Rule infractions are subject to fines and/or legal action.
26. All changes, additions and/or deletions to the village documents should be compiled and mailed to all unit owners annually.
27. The "Neighborhood Watch" program is approved.
28. Owners, Lessees or guests shall not be permitted to directly give orders or direction to any staff or employees of the Association. The Board of Directors shall solely be responsible for directing and supervising staff and employees of the Association.
29. All complaints pertaining to Board Members must be in writing, signed and dated, and reviewed by the board prior to any action being taken.
30. All board meetings will be taped. Old tapes will be reused. Written minutes are the official record.
31. There shall be an Board appointed liaison between the Association and the Greenacres Police Department

SECTION J RULES GOVERNING FINANCE

1. The association will control the Social Committee Check book.
2. A copy of the audit report will be mailed to unit owners only upon request.
3. All lake fountain expenses will be paid by the Association.
4. The Association shall provide copies of its annual financial reporting to any member upon request.
5. The annual budget will be prepared by the Treasurer and the Budget Director.

SECTION K RULES GOVERNING THE USE OF THE CLUBHOUSE

1. Smoking is not permitted anywhere in the clubhouse.
2. Planned community functions always take precedence over all other functions and activities.
3. Coffee, paid for by the Social Committee, will be provided in the clubhouse.
4. Soda and popcorn will be provided at the Tuesday night movie.
5. The clubhouse may be used for private functions as specified in the procedure and approved by the Board of Directors.
6. Juke Box, Television Set and the VCR use. (Procedures available in clubhouse).
7. Rowdy or offensive behavior or the use of coarse language is prohibited in the clubhouse.
8. Food and beverages are permitted anywhere in the clubhouse. Persons eating or drinking must clean the tables and dispose of the trash.
8. Changing of clothes, shaving or any comparable activity is not allowed in the clubhouse.
9. Underage drinking is strictly prohibited and all owners and their guests shall comply with all applicable laws on consumption of alcoholic beverages and agree to hold harmless and defend against any and all claims arising from violations of this rule