

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HALF MOON BAY MASTER ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 7, 1989, as shown by the records of this office.

The document number of this corporation is N31584.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
7th day of April, 1989.



CR2EO22 (6-88)

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION

OF

HALF MOON BAY MASTER ASSOCIATION, INC.  
(A Corporation Not For Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is HALF MOON BAY MASTER ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The street address of the Registered Office of the Association is 1800 South Australian Avenue, West Palm Beach, Florida 33409, and the name of the Registered Agent is G. Steven Brannock.

ARTICLE III

DEFINITIONS

1. "Additional Phases" shall mean and refer to the land described in Exhibit "1" hereof, upon which Developer intends to construct Units in Half Moon Bay.
2. "Association" shall mean and refer to Half Moon Bay Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
3. "By-Laws" shall mean the By-Laws for the Association adopted in accordance with the provisions of Article XIV hereof.
4. "Developer" shall mean and refer to K. Hovnanian at Half Moon Bay, Inc., a Florida corporation its successors or assigns, the owner and developer of the Additional Phases.
5. "Half Moon Bay" shall mean and refer to the entire community of Half Moon Bay, consisting of Half Moon Bay Condominium Phase I, according to the Declaration thereof, recorded in Official Records Book 3384, Page 569 of the Public Records of Palm Beach County, Florida and Half Moon Bay Condominium Phase II, according to the Declaration thereof, recorded in Official Records Book 3656, Page 1119 of the Public Records of Palm Beach County, Florida (sometimes collectively referred to as "Phases I and II") and the Additional Phases.
6. "Individual Associations" shall mean and refer to the non-profit corporations which are and will be organized for the exclusive purpose of governing and administering the affairs of the condominiums located on Phases I and II and on the Additional Phases. All Owners of Units in Phases I and II and the Additional Phases will be members of their respective Individual Associations and will also be members of the Half Moon Bay Master Association, Inc.
7. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Record Book 5836, Page 770 of the Public Records of Palm Beach County, Florida.



8. "Owner" shall mean and refer to an owner of fee simple title to any dwelling in Half Moon Bay.

9. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

10. "Recreation Property" shall mean and refer to the land and improvements thereon described on Exhibit "2" attached hereto and made a part hereof, together with any and all additional property, and improvements thereon, which is owned, leased by or dedicated to the Association for the common use and enjoyment of the members of the Association as hereinafter set forth, specifically including the Surface Water Management System, subject to the terms and provisions of the Master Declaration. Until such time as the Class "B" membership of Developer to the Association ceases, pursuant to the provisions of Article VII hereof, additional property and/or facilities may be added to the Recreation Property by Developer, subject to the terms and provisions of the Master Declaration, and no consent from any other party shall be required.

11. "Unit" shall mean and refer to each existing condominium unit of Half Moon Bay Condominium Phase I and Phase II as well as each residential dwelling unit constructed on the Additional Phases.

#### ARTICLE IV

##### PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Recreation Property, and improvements thereon, and to act as Operator in accordance with the Master Declaration, and to promote the health, safety and welfare of the members of the Association.

#### ARTICLE V

##### POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Recreation Property, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in these Articles and the By-Laws of the Association and as the same may be amended from time to time, said By-Laws being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of these Articles or the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association; operate and maintain the Surface Water Management System including, but not limited to, the lakes, retention areas, culverts and related appurtenances;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or

*2/3 To Borrow money*

all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Recreation Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and without obtaining prior written consent of Developer for so long as Developer owns any property within Half Moon Bay; 2/3

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional Recreation Property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided herein; 2/3

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the delegable powers and duties of the Association, and to contract for services to be provided the members. All members of the Association shall be bound by such contracts regardless of whether they desire or use the service.

PROVISO: Notwithstanding the foregoing, until such time as Class B Membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors.

#### ARTICLE VI

##### MEMBERSHIP AND QUORUM

1. Every Owner of a Unit in Half Moon Bay shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

2. ~~The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action.~~ 1/3 quorum

#### ARTICLE VII

102 owners

##### VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned in Half Moon Bay. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.



Class B. The Class B member shall be the Developer, and shall be entitled to three hundred and six (306) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after Developer has conveyed to purchasers seventy-five percent (75%) of the Units that will be ultimately constructed within the Additional Phases as so determined by Developer in its sole discretion; or

(b) Five (5) years following conveyance of the first Unit in the Additional Phases; or

(c) Such earlier date as Developer may determine.

#### ARTICLE VIII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in ARTICLE VII hereof, at a meeting of the members called for that purpose. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for a term of three (3) years. If the number of Directors is increased by the Board of Directors as provided above, then said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

3 yr  
Term

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by Developer. Developer shall have the right to remove and replace any Director of the Association until the first election of Directors as herein provided. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
RALPH HINTZ	1800 South Australian Avenue West Palm Beach, Florida 33409
RALPH BRINK	1800 South Australian Avenue West Palm Beach, Florida 33409
RANDY CALLIS	1800 South Australian Avenue West Palm Beach, Florida 33409

#### ARTICLE IX

##### DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of

Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Recreation Property, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Recreation Property; provided, however, that any portion of the Recreation Property consisting of the Surface Water Management System shall be dedicated to an appropriate public agency or utility to be devoted to surface water management purposes. In the event that such dedication is refused acceptance, the property consisting of the Surface Water Management System shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to surface water management purposes.

## ARTICLE X

### DURATION

The corporation shall exist perpetually.

## ARTICLE XI

### AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by petition signed by twenty-five percent (25%) of the members of the Association, and delivered to the Secretary. 25%

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or upon presentation of a petition as herein provided, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice of the meeting shall be given as provided in the By-Laws.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon; and PROVIDED FURTHER that for so long as Developer owns any property in Half Moon Bay, Developer's written consent must first be obtained.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

(a) The name of the corporation.



- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of State of Florida.

6. Amendments of a Material Nature. Amendments of a material nature must be approved by members who represent at least two-thirds (2/3rds) of the total allocated votes in the Association and by mortgage holders who represent at least fifty-one percent (51%) of the votes member's units subject to mortgages held by a mortgage holder. Any amendments to the following shall be considered material:

- (a) Voting rights.
- (b) Assessments.
- (c) Reserves.
- (d) Responsibility for maintenance and repairs.
- (e) Reallocation of interests or rights to use the Recreation Property.
- (f) Addition, annexation, or withdrawal of property to or from the Recreation Property.
- (g) Insurance or fidelity bonds.
- (h) Restoration or repair of the Recreation Property.
- (i) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

## ARTICLE XII

### SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VIII hereof.

## ARTICLE XIII

### OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	RALPH HINTZ	1800 South Australian Avenue West Palm Beach, Florida 33409
Vice-President:	RALPH BRINK	1800 South Australian Avenue West Palm Beach, Florida 33409
Secretary-Treasurer:	RANDY CALLIS	1800 South Australian Avenue West Palm Beach, Florida 33409

## ARTICLE XIV

### BY-LAWS

Until such time as Class B membership ceases, the By-Laws of the Association may be adopted, amended or altered by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

## ARTICLE XV

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby agree to indemnify, defend and hold harmless every Director and every Officer, their heirs, personal representatives, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such Director or Officer may be entitled, by law or otherwise.

## ARTICLE XVI

### FIDELITY BONDS

The Association shall maintain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bonds shall be based upon the best business judgment of the Board of Directors of the Association and shall not be less than the estimated maximum amount of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three (3) months' aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

(i) Fidelity bonds shall name the Association as an obligee.

(ii) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association.

(iii) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior notice to the Association and to each named mortgagee in the Association's hazard insurance policy at that time.



ARTICLE XVII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 6th day of April, 1989. ~~1988.~~

Ralph Hintz  
RALPH HINTZ - Incorporator

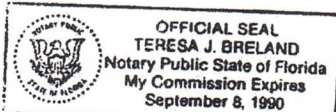
Ralph Brink  
RALPH BRINK - Incorporator

Randy Callis  
RANDY CALLIS - Incorporator

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ralph Hintz, Ralph Brink, and Randy Callis well known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of April, 1989. ~~1988.~~



(NOTARIAL SEAL)

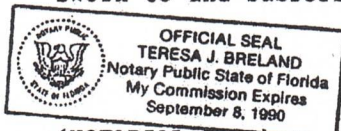
Teresa J. Breland  
Notary Public  
State of Florida at Large

My Commission Expires:

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT.

Teresa J. Breland

Sworn to and subscribed before me this 6th day of April, 1989. ~~1988.~~



(NOTARIAL SEAL)

Teresa J. Breland  
Notary Public  
State of Florida at Large

My Commission Expires:

BY-LAWS  
OF  
HALF MOON BAY MASTER ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is HALF MOON BAY MASTER ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1800 South Australian Avenue, West Palm Beach, Florida 33409, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Articles of Incorporation of the Association as filed with the Secretary of State, State of Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation or these By-Laws. If a quorum has been attained, the vote of a majority present in person or by proxy shall be binding upon all members for all purposes, except as otherwise provided by law, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.



Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than nine (9), persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors. The Directors of the first Board shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by Developer. Developer shall have the right to remove and replace any Director of the Association until the first election of Directors as provided herein.

Section 2. Term of Office. The first election of Directors shall be held when Class B membership ceases, as provided in ARTICLE VII of the Articles of Incorporation, at a meeting of the members called for that purpose. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for the term of three (3) years. If the number of Directors is increased by the Board of Directors as provided above, then said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote. Except as otherwise provided in the Articles of Incorporation, in the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The

Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association who are not members of the Board. The Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third (1/3) of the Directors then in office after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Recreation Property and facilities, and the personal conduct of the members and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;

(b) Suspend the voting rights and right of use of the Recreation Property of a member and such member's family, guests and tenants, during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association, including all powers, which may be exercised by corporations not-for-profit pursuant to Chapter 617, Florida Statutes, and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.



(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the delegable duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a record of its acts and corporate affairs and to present a report or reports thereof to the members at the annual meeting of the members, including a financial report;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Articles and herein, to fix the amount of the annual assessment against each member and send notice thereof to every member at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as required by these By-Laws, and such other insurance as deemed appropriate or necessary.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Articles.

(g) Perform all other duties and responsibilities as provided in the Articles and these By-Laws.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified

therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by election by the Board. The officer so elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### PRESIDENT

(a) The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual general itemized statement showing the actual income and expenditures of the Association to be made at the completion of each fiscal year and shall furnish to each member who may make requests therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the member either in person or by mail; and shall prepare an annual budget and a statement of projected income and expenditures to be presented to the Board of Directors for review, amendment and adoption. A copy of the annual budget as approved by the Board shall be delivered to each member of the Association.

### ARTICLE IX

#### COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

### ARTICLE X

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by



any member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

#### ARTICLE XI

##### MAINTENANCE OBLIGATION OF ASSOCIATION

The Association shall at all times maintain, repair and replace at its expense all Recreation Property, including all improvements placed thereon, in good condition and repair.

#### ARTICLE XII

##### PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Recreation Property for its intended purpose, which shall be appurtenant to membership in the Association subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use all or a portion of the Recreation Property by a member (i) for any period during which any assessment against such member remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In the event of such suspension, members shall not be entitled to any abatement or reduction in assessments due the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Recreation Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without the consent of two-thirds (2/3rds) of the votes of the Association, and without prior written consent of Developer.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Recreation Property.

(d) The right of the Association to grant permits, licenses and easements over, upon, across and below the surface of the Recreation Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Recreation Property.

(e) The Master Declaration.

(f) The right of a member to delegate the rights and easements granted herein to such member's guests, family or tenants who reside in such member's Unit, or exercised concurrently with such persons.

#### ARTICLE XIII

##### COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. Each member of the Association by participation in Association matters and by use of the Recreation Property and any facilities thereon, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments (the "Operating Expenses"), subject to the provisions of Section 3 of this Article XIII:



(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. At such time that there are improvements on any Recreation Property for which the Association is responsible to maintain, repair and replace, the Association shall include a "reserve for replacement" in the annual assessment in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Recreation Property. The annual assessments shall be in equal amounts against each member.

(b) Any special assessments, applicable only to the year it is assessed, for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of any improvement upon the Recreation Property, including fixtures and personal property related thereto, and for emergencies or other non-recurring expenses, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against each member, provided that any such special assessment shall have been first approved by two-thirds (2/3rds) of the members.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney's fees and costs.

(d) Fees or charges that may be established for the use of facilities or any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against each member.

Section 2. Liability of Members and Enforcement by Association. Each assessment against a member shall be the personal obligation of the member and shall not pass to the successors in title of the member's Unit. In the event that any member fails to pay its assessments as provided herein, the Association shall be entitled to suspend the rights and easements of said member during any period in which such assessments remain unpaid. Further, if any assessment is not paid within thirty (30) days after the due date, a late fee of Twenty-Five Dollars (\$25.00), beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. There shall be added to the assessment all costs and expenses, including attorney's fees, required to collect same. No member may waive or otherwise escape liability for assessments provided for herein by non-use of the Recreation Property. Rules and regulations of the Association which have been adopted by it in accordance with the provisions herein may be enforced against any member by any proceeding at law or in equity. The terms, conditions, restrictions, covenants, reservations and easements contained in these By-Laws and in the Articles of Incorporation may be enforced by any member against the Association or any other member by any proceeding at law or in equity. Failure of the Association to enforce the same for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. In addition thereto, in the event the Association is granted lien rights against a member's Unit by any Individual Association, the Association shall have the right to exercise said lien rights in the manner provided in the Individual Association documents.

Section 3. Commencement of First Assessment Period. Assessments provided herein shall, as to members owning Units in the Additional Phases commence as to each such member on the day of conveyance of title to their Unit in the Additional Phases by the Developer. The assessments applicable to the members owning Units in Phases I and II shall commence January 1, 1989.



Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

(a) Annual assessments against the members of the Association shall be established after the adoption of an operating budget by the Board of Directors, and written notice of the amount and date of commencement thereof shall be given to each member not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Annual assessments shall include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Recreational Property.

(b) Special assessments against the members and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors and any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may from time to time, establish by resolution, rule or regulation, specific fees, dues or charges to be paid by members for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of these By-Laws or the Articles. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(d) The Association shall prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member. The Association shall, upon request, furnish any member a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 5. Assessments to Developer. At the time of recording these By-Laws, K. Hovnanian at Half Moon Bay, Inc. is the Owner of the Additional Phases, described on Exhibit "1" attached to the Articles of Incorporation. As the Owner of the Additional Phases, Developer is obligated to pay that portion of the assessments of the Association which is attributable to the Units to be constructed on the Additional Phases as hereinabove described in Section 2 of this Article XIII. At this time, Developer is proposing to create two hundred five (205) Units within the Additional Phases. Developer shall pay the annual assessment attributable to such two hundred five (205) Units, however, at such time as title to a Unit is conveyed to a purchaser thereof, such purchaser shall be liable to pay assessments attributable to such Unit and Developer shall be relieved of any further responsibility therefor. In the event Developer determines that the ultimate number of Units to be created within the Additional Phases is different than two hundred five (205), Developer shall provide the Association of such modified number of Units, and that number shall be deemed to replace two hundred five (205), as herein set forth.

Section 6. Fines. In the event of a violation (other than the non-payment of an assessment) by a member of any of the provisions of the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of the same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a member for each violation in the manner provided herein.



(a) Covenants Enforcement Committee. The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, governing the use of the Recreation Property, and the personal conduct of the members and their guests are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the member if that person is not the member, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty Dollars (\$50.00) for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or member may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. The foregoing sentence shall not apply to a notice for an alleged recurrence of a previously noticed violation.

(b) Hearing. If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the member, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Board Determination. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.

(d) Assessment of Fine. A fine pursuant to this section may be assessed against the member and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine.

(e) Other Relief. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Articles or these By-Laws, or any other remedies at law or in equity.

#### ARTICLE XIV

##### INSURANCE

###### Section 1. Association.

(a) The Association shall purchase and maintain a policy of property insurance covering all of the Recreation Property



(except land, foundation, excavation and other items normally excluded from coverage), any fixtures in buildings, service equipment and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire or other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Recreation Property (exclusive of land, foundation, excavation and other items normally excluded from coverage). These policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

(b) Flood Insurance. If the Recreation Property is located within an area which has special flood hazards, as defined by the Federal Emergency Management Agency, the Association shall obtain and pay the premiums upon a policy of flood insurance on Recreation Property and any buildings or other Recreation Property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under a national flood insurance program for all buildings and other Insurable Property with any portion of the Recreation Property located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

(c) The Association shall maintain comprehensive general liability insurance coverage covering all of the Recreation Property. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of each single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries in connection with the operation, maintenance or use of the Recreation Property, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Such policies must provide that they may not be cancelled or substantially modified by the insurer, without at least ten (10) days' prior written notice to the Association.

(d) Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may have entered into an insurance trust agreement, or any successor to such trustee (each of which shall be referred to herein as the "Insurance Trustee"), who may have exclusive authority to negotiate losses under policies providing such property or liability insurance.

#### ARTICLE XV

#### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HALF MOON BAY MASTER ASSOCIATION, INC., a Corporation Not For Profit, 198\_\_.

## ARTICLE XVI

### AMENDMENTS

Section 1. Until such time as Class B membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors; and thereafter at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control.

## ARTICLE XVII

### MISCELLANEOUS

Section 1. All checks and promissory notes in excess of such amount as may be determined from time to time by the Board shall be co-signed by the President or any Vice-President and by any other officer of the Association or by the manager, if any, and if authorized by the Board to do so.

Section 2. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Severability. Invalidation of any one of the terms or provisions of these By-Laws by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Notices. Any notice required to be sent to any member under the provisions of these By-Laws shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member on the records of the Association at the time of such mailing.

Section 5. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Recreation Property for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the Recreation Property, as so determined by the Board of Directors of the Association.

Section 6. Assignment of Powers. All of the rights and powers and reservations of Developer herein contained may be deemed conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida.

Section 7. In the event of any litigation hereunder, the prevailing party or parties shall be entitled to recover from the losing party or parties all costs and attorney's fees through all levels of proceedings.

## ARTICLE XVIII

### INFORMATION TO LENDERS AND MEMBERS

Section 1. The Association shall make available to members and to lenders, and to holders, insurers, or guarantors of any first mortgage on any member's Unit, current copies of the Articles of Incorporation or these By-Laws of the Association, other rules concerning the Recreation Property and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.



Section 2. Any holder of a first mortgage upon a member's Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Association by the holder, insurer, or guarantor of any mortgage on a member's Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the member's Unit number and address thereof, the Lender will be entitled to timely written notice of:

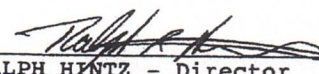
(a) Any condemnation loss or casualty loss which affects either a material portion of the Recreation Property;

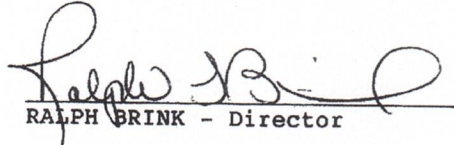
(b) Any delinquency in the payment of assessments or charges owed by a member whose Unit is subject to a mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

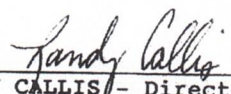
(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, We, being all of the directors of HALF MOON BAY MASTER ASSOCIATION, INC., have hereunto set our hands this 6<sup>th</sup> day of April 1989, 1988.

  
RALPH HENTZ - Director

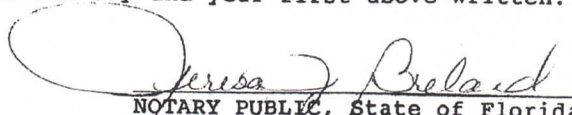
  
RALPH BRINK - Director

  
RANDY CALLIS - Director

STATE OF FLORIDA )  
: SS.  
COUNTY OF PALM BEACH )

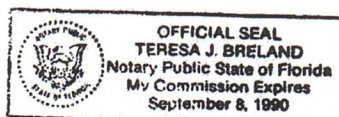
I HEREBY CERTIFY that on this 6<sup>th</sup> day of April 1989, 1988, personally appeared before me, Ralph Hentz, Ralph Brink, and Randy Callis, to me personally known and they acknowledged before me that they executed the foregoing By-Laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

  
NOTARY PUBLIC, State of Florida  
at Large

(NOTARIAL SEAL)

My Commission Expires:



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## INDEX

### RULES AND REGULATIONS PURSUANT TO 1991 AMENDMENTS TO THE CONDOMINIUM ACT.

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## **RULES AND REGULATIONS**

**AS ADOPTED BY THE BOARD OF DIRECTORS OF  
HALF MOON BAY CONDOMINIUM ASSOCIATION, INC.  
PURSUANT TO THE 1991 AMENDMENTS TO THE CONDOMINIUM ACT**

1. **Condominium Documents.** Any unit owner, prospective purchaser or prospective lessee may obtain a full copy of the condominium documents which govern the condominium by writing to the Secretary of the Association at 7050 Half Moon Circle, Hypoluxo, Florida 33462. Enclosed with the request must be a check payable to the Association in the amount of \$50.00 to cover preparation costs, photocopy costs and costs of mailing.

2. **Board of Directors Meetings.** Board of Directors meetings shall be open to all unit owners who wish to attend and observe the proceedings. Only issues previously noticed on the agenda of the Board meeting shall be discussed during the meeting. Prior to the Board of Directors taking any votes on any agenda items, the President of the Association shall allow unit owners to give their comments to the Board, provided that each unit owner shall limit his or her comments to not more than 3 minutes. Unit owners wishing to speak must limit their comments solely to the agenda items. At the conclusion of unit owner comments, the Board of Directors shall then vote on the agenda items. Unit owners shall have the right to record or to video tape the proceedings, so long as their mechanical equipment does not unreasonably disrupt the meeting.

3. **Unit Owner Meetings.** Only those issues which have been posted as the agenda for unit owner meetings shall be the subject of discussion at the unit owner meeting. The President of the Association shall preside over unit owner meetings and shall allow each unit owner to comment on agenda items provided such comment does not exceed 3 minutes in duration. Unit owner comments shall be taken prior to the unit owner vote on the agenda items. Any unit owner shall have the right to record or video tape the meeting, so long as their mechanical equipment does not unreasonably disrupt the meeting. \*

4. **Bulletin Boards.** The Association has two (2) common bulletin boards on which will be posted all official notices of Association business. The two (2) official bulletin boards are located in the entrance lobby of each building. All notices required to be posted shall be posted at least 48 continuous hours prior to the meeting, except in the case of an emergency. Notice of any Board meetings, at which non-emergency special assessments or amendments to rules and regulations on use of one's unit shall be voted on, shall first be mailed or hand delivered to unit owners and posted on said bulletin boards not less than 14 days prior to the Board meeting. The Secretary of the Association shall execute an affidavit to the mailing, delivery and posting of said 14 day notice for such meetings.



\* 5. **Hurricane Shutters.** No hurricane shutters shall be installed on any condominium unit without first obtaining the written consent from the Board of Directors. Hurricane shutters for window portions of the unit shall be the same type and style as in current use. All such shutters shall be same in color and shall comply with the building code for Palm Beach County and the Town of Hypoluxo.

6. **Contract Bids.** Any contract that is not to be fully performed within one (1) year after its making for the purchase, lease or renting of materials or equipment to be used by the Association in carrying out its lawful purposes, and all contracts for the provision of services shall be in writing. All contracts which require payment by the Association in an amount exceeding 5% of the total annual budget of the Association, including reserves, shall first be submitted to competitive bidding to not less than two (2) vendors. Upon receiving bids, the Board of Directors shall review the bids and make a final determination on the contract vendor. Provided, however, the Board shall not be bound to accept a bid based solely on the lowest possible price. Contracts for employing personnel for the Association or contracts for legal services, accounting services, engineering and architect services shall not be subject to the bidding process. In the event of an emergency repair, the above-described bidding process may be waived by the Board. If the goods or services subject to bidding are only available from one business entity within Palm Beach County, the bidding process may also be waived by the Board of Directors. Other provisions of Section 718.3026, Florida Statutes, as amended by CSSB 2334 shall apply.

7. **Official Records.** The Association shall keep its official records at the Association office located at 7050 Half Moon Circle, Hypoluxo, Florida 33462. Office hours are from 9:00 A.M. until 12:00 Noon, Tuesdays and Thursdays. Any unit owner or his or her authorized representative seeking to review the Association records may visit the office during its open times. The Association shall make the records available to the unit owner for inspection within five (5) working days from receipt of the written request. If the unit owner requests photocopies of any records, he or she must identify the records and pay the photocopying charges of 20c per page in advance. The Association shall then make arrangements to have the documents photocopied. No unit owner shall request review of records more than two (2) times per month. In addition, no unit owner shall request more than 50 pages of records for photocopying in any one (1) month. The following documents are considered privileged and shall not be open for inspection to any unit owner:

(a) screening files from prospective purchasers or tenants, unless the screened applicant has given his or her written consent to the disclosure of the file;



(b) any letters from legal counsel of the Association relating to potential or pending litigation, but this restriction shall not include general legal opinions affecting the condominium as a whole; and

(c) unit owner written complaints against another unit owner if the complaining unit owner has requested that their complaint be held in confidence.

The above rules were adopted by the Board of Directors of Half Moon Bay Condominium Association, Inc. on the 11th day of June, 1992 by resolution of the Board.

**HALF MOON BAY CONDOMINIUM  
ASSOCIATION, INC.**

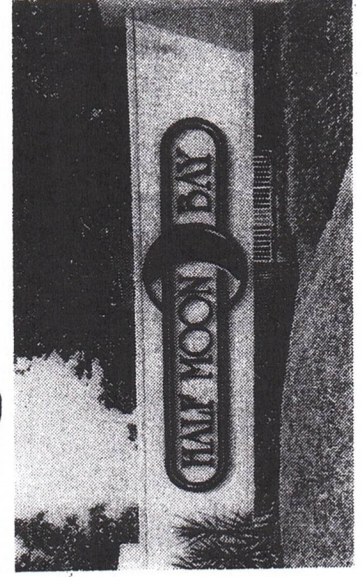
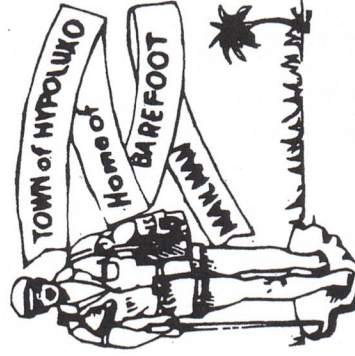
By: /s/

\_\_\_\_\_  
President



Master Association Inc.  
7070 HALF MOON CIRCLE  
HYPOLUXO, FLORIDA 33462  
Tel: (561) 547-6243 • Fax: (561) 547-3603

# RULES & REGULATIONS 2014





The Master Association is responsible for the administration of all **common recreation facilities and property such as swimming pools, clubhouse, tennis courts, lake, and tidal basin.** In addition, it is responsible for the **front gate, main entrance area, sprinkler well pumps, and sewage lift pumps** for Phase I & II and Bldg. 101.

Approved Rules and Regulations, by-laws and documents, govern the operation of the Master Association.

The key to a successful operation rests with owners' understanding the basic objectives, maintaining a high standard of community living and conforming to condominium documents.

### **ABIDING BY THESE RULES IS MANDATORY.**

Rules are required for the safety, health, and respect for other peoples' rights. If you have guests or tenants at your condo, you are responsible for their abiding by Master Association rules and regulations.

If you witness a violation, the recommended procedure is to notify the staff of the Master Association in writing. The Association will notify the violator of the infraction and what action will be imposed, per BY-LAWS, Article VII, Sec (a), (b) Article VIII, Sec 6 of Master Documents. It is the strict policy of the Board that the name of any party notifying the Board of a violation will not be divulged.

**In all situations where an event occurs that threatens the safety or property of a person or persons at HMB, the Police should be called as quickly as possible at 911.** At no time should anyone at HMB enter into a conflict with a threatening individual(s). The appropriate Board should be notified of all such occurrences after the fact.

**"THANK YOU FOR YOUR SUPPORT"**

**HALF MOON BAY MASTER ASSOCIATION INC.  
BOARD OF DIRECTORS**

## POOL AREA RULES

1. Use of the pool is at swimmer's risk.
2. Showers at poolside are required before entering the pool or spa.
3. Pool & Spa hours: Dawn to Dusk
4. Pool capacity: #1 - North Pool 27; #2 - South Pool 32; Spa 7.
5. Proper swim attire is required.
6. Fully towel chaises and chairs when using oils or lotions.
7. Close umbrellas and clean off tables when leaving the pool area.
8. Use appropriate trashcans for paper, aluminum cans, etc.
9. Pool security gates must be kept locked at all times.
10. Turn **OFF** timer after using Spa.

### NOT PERMITTED IN POOL AREA

1. Children under age 3, or not toilet trained, in pools.
2. Children under 12 in Spa.
3. Children under 14 unless accompanied and supervised by an adult.
4. Food or drinks within 4 ft. of pool curbs.
5. Glass containers on pool deck, wooden deck, or beachfront.
6. Rafts, toys, scuba fins, etc. in pool. (1 noodle/person is permitted.)
7. Playpens, kiddie pools, roller skates, wagons, scooters, etc.
8. Running, diving, jumping, ball playing, shouting, or horseplay.
9. Radios, CD's, etc., except with headphones.
10. Chaises and chairs reserved unless occupant is at poolside.
11. Soap or detergent products, bubble baths, etc. in Spa (hot tub).
12. Storing anything in the ice machine. Use refrigerator.

### PETS

Pets Are Not Permitted On Master Association Property.

## CLUBHOUSE RULES

1. Residents may use PARTIAL space in the clubhouse for activities such as bridge, mah-jongg, card playing, dancing, games, etc., but please note these facilities are open to all residents and their guests.
2. The Master Association must approve events that exceed 12 people, not less than 14 days prior to the event. This rule is applicable to all recreational areas.
3. Food and beverages are not permitted in the main room unless there is an approved social event.
4. The kitchen may only be used for approved Social Events.
5. Smoking is not permitted in the clubhouse, clubhouse bar, or in any other indoor area. This is Florida Law.
6. No bare feet or wet bathing suits are allowed. Cover-ups are required at all times.
7. The ice machine and the ice are for clubhouse use only. Do not store anything in the ice machine. Use the refrigerator.
8. Clubhouse hours are 9:00 a.m. - 10:00 p.m. (Approved social event hours may vary.)

## POOL TABLE RULES

1. Offer your place to a waiting player after 45 minutes of play.
2. Owners have priority in use of table when extra players are waiting.
3. Maximum of 50 points in straight pool.
4. Players must rack balls, brush table clean, put sticks in rack, and cover table when finished playing.
5. An adult must accompany person under 14 yrs. of age; children under 10 years of age are not allowed to play pool.
6. Sitting on table not allowed.
7. Masse or jump shots not allowed.
8. No more than 3 eight balls in succession when others are waiting.
9. Moving table not allowed.



## TENNIS COURT RULES

1. Attire: soft-soled shoes and shirts are required.
2. Play limited to 1 hour when others are waiting.
3. Doubles play takes precedence over single play or practice.
4. In all restrictions of play, the game (not the set) should be allowed to be completed.
5. Hours of play: 8:00 a.m. to 10:00 p.m.
6. An adult must accompany children under 10 years of age.
7. Bicycles, skates, skateboards, scooters, etc are not permitted inside court area.
8. Turn lighting timer off after completing evening play.
9. Close and latch gate after play.
10. Play at your own risk.

## SECURITY GATES – FRONT ENTRANCE

1. This is the **ONLY** entrance to Half Moon Bay.
2. Do not admit strangers to Half Moon Bay.
3. The barrier arm is timed to permit entry of only one car at a time. Damage to a barrier arm, or any other parts of the gate entrance and exit system, will result in a minimum \$50 repair charge.
4. Notify vendors, contractors, and visitors of the procedure to enter or leave Half Moon Bay premises.
5. Pedestrians walking into or out of the complex must use the gate provided for pedestrians, which is accessible by pool key. Pedestrians should not use the magnetic card or clickers as sliding vehicle gate will not close. Entering through the sliding gates may result in a violation notice.
6. Notify our office of damages done to Half Moon Bay property. Give management pertinent information, e.g. license plate #, vendor name, etc. The resident being visited shall be responsible for all property damage caused by vendors, suppliers, contractors, and visitors.
7. Gate directory name changes and telephone number changes must be directed to the Condo Board for your resident property.

## CONDUCT

No person shall engage in loud and boisterous or other disorderly, profane, indecent, threatening, or unlawful conduct on Master Association property.

In situations where an event occurs that threatens the safety or property of a person or persons at Half Moon Bay, the Police should be called as quickly as possible at 911.

AT NO TIME SHOULD ANYONE AT HALF MOON BAY ENTER INTO A CONFLICT WITH A THREATENING PARTY. The appropriate Condominium Association should also be notified of all such occurrences.



# ELEVATION CERTIFICATE

DMI 1159818

OMB No. 1660-0008

Expiration Date: November 30, 2018

**IMPORTANT: In these spaces, copy the corresponding information from Section A.**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.

070 Half Moon Circle

City

State

ZIP Code

Hypoluxo

Florida

33467

**FOR INSURANCE COMPANY USE**

Policy Number:

Company NAIC Number

## SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings\* ☐ Building Under Construction\* ☒ Finished Construction

\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: LNET GPS Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: \_\_\_\_\_

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- |  |            |  |
|--|------------|--|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor)  | <u>6.8</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor  | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only)  | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| d) Attached garage (top of slab)   | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) | <u>6.5</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG)   | <u>6.1</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG)  | <u>6.8</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support                               | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |

## SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☒ No ☐ Check here if attachments.

Certifier's Name  
David J Cliff, PE

License Number  
52211

Title  
Professional Engineer

Company Name  
Don Meyler Inspections

Certificate of Authorization 27915

Address  
2703 Gateway Dr., Suite A

City  
Hypoluxo

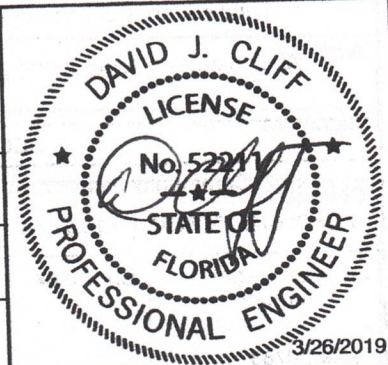
State  
Florida

ZIP Code  
33467

Signature  
*David Cliff*

Date  
3/26/2019

Telephone  
(954) 972-7311



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)  
LOWEST MACHINERY IS A/C PAD. THE LATITUDE/LONGITUDE AND ELEVATIONS WERE MEASURED BY A SURVEY-GRADE TOPCON GPS SYSTEM USING THE LENGEMANN REFERENCE STATION REAL TIME NETWORK (L-NET) OR THE FDOT REAL TIME GPS NETWORK. IT IS VALID FOR THE SOLE, EXPRESS PURPOSE OF OBTAINING FLOOD INSURANCE BY THE PERSON OR PERSONS NAMED ON THIS CERTIFICATE, AND FOR NO OTHER USE BY THE NAMED PERSON(S) OR ANY OTHER PARTY.



# ELEVATION CERTIFICATE

DMI 1159818

OMB No. 1660-0008

Expiration Date: November 30, 2018

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 7070 Half Moon Circle			Policy Number:
City Hypoluxo	State Florida	ZIP Code 33467	Company NAIC Number

## SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

## SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address	City	State	ZIP Code
Signature	Date	Telephone	

Comments

☐ Check here if attachments.



# ELEVATION CERTIFICATE

## BUILDING PHOTOGRAPHS

See Instructions for Item A6.

DMI 1159818

OMB No. 1660-0008

Expiration Date: November 30, 2018

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 7070 Half Moon Circle			Policy Number:	
City Hypoluxo	State Florida	ZIP Code 33467	Company NAIC Number	

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

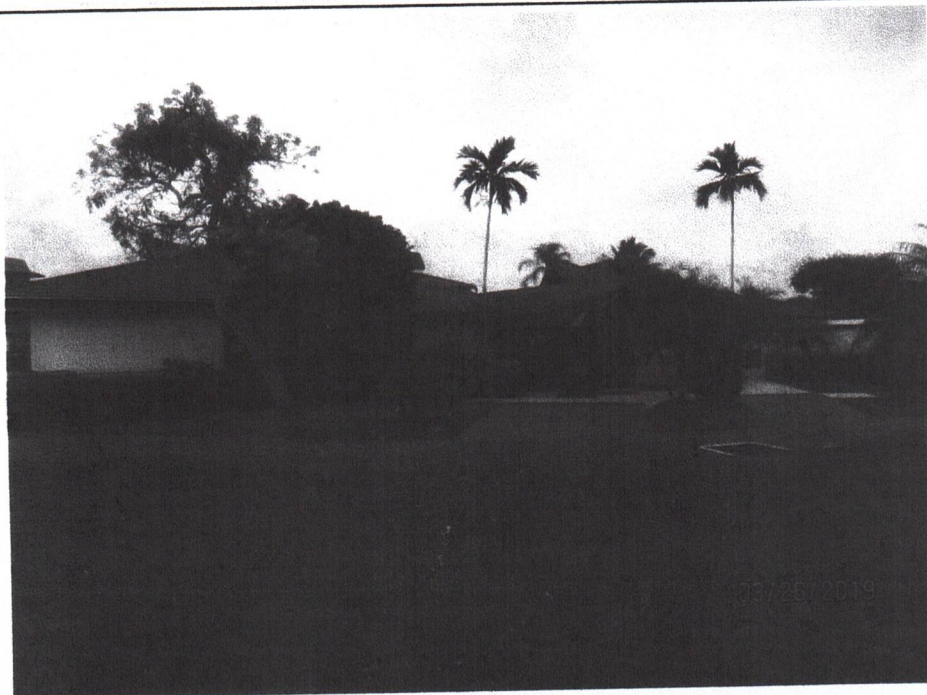


Photo One

Front View

Photo One Caption



Photo Two

Rear View

Photo Two Caption



# ELEVATION CERTIFICATE

## BUILDING PHOTOGRAPHS

Continuation Page

DMI 1159818  
OMB No. 1660-0008  
Expiration Date: November 30, 2018

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 7070 Half Moon Circle			Policy Number:
City Hypoluxo	State Florida	ZIP Code 33467	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.



Photo One

Photo One Caption

Additional Back Elevation Vantage Point

Photo Two

Photo Two

Photo Two Caption