



L I M E T R E E  
Boynton Beach, Florida

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Property Appraisers Parcel Identification (Folio) Number(s):

NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. SEE ENTIRE DECLARATION FOR PRESENT TEXT.

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

LIMETREE CONDOMINIUM f/k/a LIMETREE COURT CONDOMINIUM

RECITALS:

On September 13, 1974, the original declaration of condominium of Limetree Court Condominium was recorded in Official Record Book 2349, Page 869, Public Records of Palm Beach County, Florida, and was amended in its entirety as recorded in Official Record Book 2386, Page 656, Public Records of Palm Beach County, Florida. That amended declaration, with any subsequent amendments, is hereby amended in part and restated in its entirety.

**SECTION 1. SUBMISSION TO CONDOMINIUM OWNERSHIP.** This Amended and Restated Declaration of Condominium is made by the Limetree Condominium Association, Inc., f/k/a Limetree Court Condominium, Inc., a Florida corporation not-for-profit. The land described in this Declaration and the improvements located on the land 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 shall henceforth be known as LIMETREE CONDOMINIUM and its street address is 10128 43rd Drive South, Boynton Beach, Florida 33436.

**SECTION 3. DEFINITIONS.** The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

3.1 "Articles" means the Amended and Restated Articles of Incorporation, as amended from time to time.

3.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against all of 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.

3.3 "Association" means LIMETREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.4 "Association Certificate" means a certificate of the Association in recordable form signed by the President or Vice-President and Secretary or Assistant Secretary of the Association.

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THIS INSTRUMENT PREPARED BY:  
LEVINE AND FRANK, P.A.  
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3.5 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.6 "Building and Improvements" means the structures and improvements on the Properties.

3.7 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

3.8 "By-Laws" mean the Amended and Restated By-Laws, as amended from time to time.

3.9 "Common Elements" means all portions of the Condominium Property not included within the Units, but not 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 more than one Unit and/or 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.

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

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

3.12 "Developer" means DREXEL PROPERTIES, INC., a Florida Corporation, its successors, assigns and legal representatives.

3.13 "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.

3.14 "Guest" means any person who is not a member of the family 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 his Lessee in his Unit.

3.15 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, 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 Unit which mortgage is ~~guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.~~ "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

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

3.17 "Licensed Architect" means an architect licensed to practice in the State of Florida.

3.18 "Limited Common Elements" means and refers 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.

3.19 "Member" or "Member of the Association" means a record Owner of a Unit.

3.20 "Occupy" shall mean and refer to the act of being physically present in a 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.

3.21 "Original Declaration" shall mean and refer to that First Amendment to the Declaration of Condominium of Limetree Court Condominium as recorded in Official Record Book 2386, Page 656, Public Records of Palm Beach County, Florida, as amended prior to this date.

3.22 "Owner" or "Unit Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Unit, but excludes those having such interests merely as security for the performance of an obligation.

3.23 "Plans and Specifications" means the plans and specifications prepared for the Buildings and Improvements prepared by George Storrs, Jr., Architect AIA.

3.24 "Primary Institutional Mortgages" 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.

3.25 "Primary Occupant" means a designated natural person approved for occupancy when title to a Unit is held in the name of a corporation, business-named partnership or in the name of a trust.

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

3.27 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

3.28 "Statutory Committee" means a committee as defined in the Condominium Act as amended from time to time.

3.29 "Subdivision Plat" means the Plat of Limetree Court according to the Plat recorded in Plat Book 30, Page 52, Public Records of Palm Beach County, Florida.

3.30 "Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership.

3.31 "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 392 Units, so the total number of voting interests is 392 votes.

3.32 "Definitions as used in the Condominium Documents shall include the following:

1. "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT.1619).
2. "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.
3. "COMMUNITY" shall mean and refer to PINE RIDGE SOUTH III CONDOMINIUM, inclusive of the Association Property.
4. "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 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS; SURVEY AND PLANS.**

4.1 Condominium Property; Phases. The Condominium Property consists of three Phases (Phase One containing 120 Units, Phase Two containing 152 Units and Phase Three contained 120 Units). Phase One is legally described in Exhibit "A" to the Original Declaration. Phases Two and Three are described in Exhibit "B" to the Original Declaration. The Condominium Property also consists of Parcel "A" of the Subdivision Plat, which was made part of the common elements pursuant to F.S. 711.06(3) by the recordation of the Original Declaration, and which is described in Exhibit "A-1" to the Original Declaration.

Exhibits "A" (including Exhibit "A-1") and "B" to the Original Declaration mentioned above are hereby made part of Exhibits "A" and "B" respectively to this Declaration and incorporated into this Declaration by reference. To the extent necessary by law at this time, the legal description in each Phase amendment is incorporated into this Declaration by reference.

4.2 Association Property. There is described in Exhibit "A-2" to the Original Declaration, portions of Parcels 4 and 17 of the Subdivision Plat. That Exhibit is hereby made part of Exhibit "A" to this Declaration and is incorporated into this Declaration by reference. That property is hereby designated as Association Property.

4.3 Entire Condominium. The Condominium consists of the above-mentioned three (3) Phases totalling 392 units, Parcel "A" of the Subdivision Plat, and the Association Property referred to above. No additions are contemplated to be made to the Condominium.

4.4 Survey and Plot Plans. Attached to the Original Declaration as Exhibit "B", and to the amendments adding Phases to this Condominium (which are collectively incorporated into this Declaration 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 foregoing are in sufficient detail to identify each Unit, the common elements and limited common elements, and their relative locations and dimensions.

4.5 Unit Boundaries. Each Unit shall include such portions of the building within its boundaries (the boundaries included) and shall be determined in the following manner:

A. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper boundary:

(a) The upper limits of each Unit are the horizontal plane of the undercoat finished ceiling.

2. Lower boundary:

- (a) The lower limits of each Unit shall be the horizontal plane of the lower surface of the floor slab.

B. Perimetrical boundaries: The perimetrical boundaries of the Units shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1. The intersecting vertical plans adjacent to and which include the interior of the outside walls of the building bounding a Unit and fixtures thereon. The boundary shall include the screened porches serving the Units, where applicable.
2. The vertical planes of the central line of walls bounding a Unit extended to intersections with other perimetrical boundaries with the following exceptions:
  - (a) When walls between Units are of varying thickness or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plan without regard to the plane of the center line of an intervening column or shaft.
  - (b) When walls of different thickness abut with a flush side so that their center lines do not intersect the plane of the center of the thinner wall shall be extended into the thicker wall for a distance which is one-half of the thickness of the thinner wall and the boundary shall run at a right angle to the plane of the center line of the thicker wall.

C. 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. Surfaces made of glass or other transparent material and all framing, casing and hardware, shall be excluded from the Unit. In the case of conflict or ambiguity, the provisions of this Section 4.5.C shall control over Exhibit "B" to the Original Declaration.SECTION 5. EASEMENTS AND APPURTENANCES.

5.1 The ownership of each Unit shall include, and it shall pass with each Unit as appurtenances thereto, whether or not separately described, all right, title and interest of an Owner in the Condominium Property, which includes:

- A. An Undivided Interest in the Common Elements. Each Unit is hereby assigned a One Three Hundred and Ninety-Second (1/392nd) fractional interest in the common elements. Each Unit shall share in the common expenses and surplus based upon such fractional interest.
- B. Voting Rights. Subject to the provisions and restrictions as set forth in the By-Laws of the Association, each Unit is entitled to one vote regardless of the manner in which the title or ownership is vested.
- C. Limited Common Elements. Limited common elements are as stated in Section 8 of this Declaration.
- D. Easements for encroachments in the event of settling or movement of the building.
- E. Association membership and interest in funds and assets held by the Association.
- F. Easements to Air Space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- G. Cross Easements. The appurtenances shall include the following easements for each Owner to each other Owner and to the Association.
  1. Ingress and Egress: Easements through the elements and Association Property for ingress and egress.
  2. Maintenance, repair and replacement.
  3. Easements through the Units and common elements and Association Property for maintenance, repair and replacement of the Units and the common elements and Association Property. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency. Additional provisions regarding access are set forth in Sections 19.2 and 19.4 below.
  4. Every portion of a Unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other Units and common elements in the building.
  5. Utilities: Easements through the common elements and Association Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the other Units and the common elements and Association Property, PROVIDED, HOWEVER,



that such easements through a Unit shall be only according to the Plans and Specifications unless approved in writing by the Owner.

5.2 Additional Easements. The following easements are in addition to that provided for in Section 5.1 above. The easements referred to in Section 5.1 above and in this Section 5.2 may be granted, modified and/or relocated by the Association without the joinder of any Owner.

- A. Cable Television. The Association also has the power to grant easements relating to cable television.
- B. Ingress and Egress. 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, only so long as before they are installed, a majority of the voting interests of the entire membership of the Association approve same.

#### SECTION 6. UNITS: USE AND POSSESSION.

6.1 Use and Possession. An 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 Owners of 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.

6.2 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights in the Properties otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 6.2 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Properties otherwise readily available for use generally by Owners.

#### SECTION 7. COMMON ELEMENTS.

7.1 Defined. The Common Elements are as defined in Section 3.9 above.

7.2 Appurtenant to Units. The shares of an Owner in the common elements and limited common elements are appurtenant to the Unit owned by him. None of the appurtenances may be separated from the Unit to which they appertain and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit, whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

7.3 Covenant Against Partition. In order to service the Condominium, the common elements shall remain undivided. No Owner or any other person shall bring any action for the partition or division of the whole or any part of the common elements so long as the buildings or any one of them exists in useful condition upon the Properties.

7.4 Non-exclusive Possession. Each Owner other than limited common elements for the purposes for which they were maintained; but no such use shall hinder or encroach upon the lawful rights of other Owners.

#### 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(s), 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 survey and plot plans (Exhibit "B" to the Original Declaration which is incorporated by reference into this Declaration). The following common elements are hereby designated as limited common elements:

##### A. Certain Categories of Limited Common Elements.

1. Limited common elements which go with each Unit such as the assigned parking space applicable to Units without garage and the use of one mail box. Such parking spaces are reflected on Exhibit "B" to the Original Declaration and incorporated into this Declaration. Each parking space bears a number on that Exhibit which corresponds to the number of each Unit. There shall also be included the air conditioning compressor which serves as part of the air conditioning system for each individual Unit.
2. Limited common elements for the sole use and benefit of all Owners of Units within a particular building, such as walkways and common areas within the building and the building site upon which the building is situated; and as to those buildings having garage parking, the driveways providing ingress and egress to such garages.

##### B. Other Limited Common Elements.

1. Storage Area. The storage area in each building is a limited common element for the sole use and benefit of all Owners of Units in the building.
2. Heating and Air Conditioning Units. In addition to that stated in Section 8.1.A(1) above, the entire air conditioning/heating unit, including the handling equipment and all appurtenances and lines wherever situated including the concrete pad underneath, shall be a limited common element of the Unit so served.

3. Electric Lines and Facilities. All electric lines, conduits and other facilities located within the common elements but which service only one Unit shall be a limited common element of the Unit so served.
4. Others. Any part of the common elements connected to or exclusively serving a single Unit, and which is specifically required in Section 11 of this Declaration to be maintained, repaired, or replaced by or at the expense of the 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 title to the Unit(s), whether or not separately described, and cannot be separated from it/them.

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

SECTION 9. ASSOCIATION. The operation of the Condominium is by the LIMETREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the Declaration of Condominium and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "C", as amended from time to time.

9.2 By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws attached as Exhibit "D", as amended from time to time.

9.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Unit shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and By-Laws.

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

9.5 Purchase of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) upon the prior vote of a majority of the entire voting interests of the Owners. The authority of the Association to purchase Units is as set forth in the Articles of Incorporation.

**SECTION 10. ASSESSMENTS, CHARGES AND LIENS.** 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, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, 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 include the cost of bulk rate cable television. Common expenses shall also be deemed to include those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. These expenditures shall be deemed to be proper common expenses under Section 718.115(1), Florida Statutes.

**10.2 Share of Common Expenses.** Each Owner and Unit shall be liable for that share of the common expenses equal to his undivided share of ownership in the common elements, as stated on pages 3 through 9 on Exhibit "C" to the original declaration which is incorporated by reference into this Declaration. However, cable television charges shall be shared equally if and to the extent that the Condominium Act requires so.

**10.3 Ownership.** Assessments collected by or on behalf of the Association become the property of the Association. No 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 in the Condominium Documents 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 Section 10.8.A below, whenever title to a Unit 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 Area, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the Common Elements or Association Property 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 Owners are likewise proportionately excused from payment, except as otherwise provided in Section

10.8.A as to certain Mortgagees.

10.6 Application of Payments; Failure to Pay; Interest; Late Fees; Acceleration. Assessments and installments thereon paid on or before thirty (30) 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 thirty (30) days after the date due shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payment. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments.

- A. No payment by check is deemed paid until the check has cleared. However, interest and late fees shall be calculated as accruing from the date of the Association's actual receipt of payment. 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 Claim of Lien shall secure late fees so long as not prohibited by the Condominium Act at that 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 foreclose as required by F.S. 718.116, or may be sent separately.

10.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and paralegal 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 or other lawsuit. Any Claim of Lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The Claim of Lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The Claim of Lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees 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.

- A. Rights of First Mortgagees. First mortgagees shall have those priorities as stated in the Condominium Act as amended from time to time. Notwithstanding any provision to the contrary in the Condominium Act, said priority shall also be accorded to Institutional Mortgagees as if they were first mortgagees.
- B. Leases. 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.

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 unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including Court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the Claim of Lien unless prohibited by the Condominium Act from time to time. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a Receiver, which may be the Association, to collect the rent. If some person other than the Association acts as Receiver, then the cost of the Receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action, irrespective of any provision contained in this Declaration to the contrary.

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 Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

#### 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 Act or under the Condominium Documents.
- 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 Section 10.11.E below, whenever title to a Unit 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 thirty (30) 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 thirty (30) days after the date due shall result in the imposition of a late fee of the higher of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the sole discretion of the Board of Directors, irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment. The Association also has the right to refuse to accept a partial or insufficient payment. No payment by check is deemed paid until the check has cleared. However, interest and late fees shall be calculated as accrued from the date of the Association's actual receipt of payment.
- D. Liens. The Association has a lien on each Unit securing payment of past due Charges, including interest, late fees and attorneys' and paralegal 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 or other lawsuit. The lien is perfected upon recording a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the legal description of the Unit, 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.
1. Rights of Certain Mortgagees. 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.
    - (a) With respect to any such mortgage which has superiority over the Association's Claim of Lien: When the mortgagee or other purchaser obtains title to the Unit as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent Charges due and owing to the Association pertaining to the Unit or chargeable

to the former Owner of the Unit which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid Charges shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.

2. Leases. 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, and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees.

**SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS; ALTERATIONS AND IMPROVEMENTS.** Responsibility for the protection, maintenance, repair and replacement of the Properties, and maintenance standards 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. Common Elements and Association Property. All Common Elements and Association Property.
- B. Limited Common Elements. All Limited Common Elements, other than that referred to in Section 11.2.B below to be the responsibility of the individual Owner or Owners.
- C. Utility/Plumbing. All conduits, rough plumbing and other installations located within or outside of the Unit for the furnishing of utilities to more than one Unit, to the Common Elements, Limited Common Elements maintained by the Association or to Association Property shall be the responsibility of the Association. All conduits, rough plumbing and other installations located within Common Elements or Limited Common Elements maintained by the Association, for the furnishing of utilities to one Unit shall also be the responsibility of the Association. The foregoing does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit or portions of the Limited Common Elements maintained by the Owner.



- D. Exterminating. The Association shall be responsible to provide termite treatment to the Common Elements and Association Property. In the event that a building must be "tented" and the Association has the responsibility, 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, their pets 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. The Association shall be entitled to a preliminary injunction order requiring compliance with this Section 11.1.D.
- E. Incidental Damage. Except as otherwise stated in the next sentence, 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. The Association shall not be responsible for such damage to the wall, floor or ceiling coverings in any Unit.

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

- A. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary; inclusive of exterminating within the Unit; and inclusive of the entirety of the screened porch.
- B. Specified Limited Common Elements. The Owner(s) of the Unit(s) to which Limited Common Elements are appurtenant shall be responsible to maintain, repair and replace the following limited common elements:
1. Heating and Air Conditioning Units (Sections 8.1.A(1) and 8.2.B(2) above). The entirety of the items referred to in Sections 8.1.A(1) and 8.2.B(2) above, except for the concrete pad underneath.
  2. Electric Lines and Facilities (Section 8.2.B(3) above). The entirety of the items referred to in Section 8.2.B(3) above.
- C. The crank unit for the awning windows servicing the Unit shall be the responsibility of the Owner.

D. Miscellaneous Covenants of Each Owner.

1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance 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 be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.
3. 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.
4. No Owner shall do anything which would adversely affect the safety or soundness of the common elements, or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected.
5. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

11.3 Alterations and Improvements.

A. By the Owners.

1. No Owner shall modify, alter, decorate, or change the exterior appearance of the buildings, or any portions of the Properties outside of the Units including but not limited to the terraces, doors and windows; place any awnings, screening or shutters in or about any Unit; or enclose any terrace; without first obtaining prior written approval from the Board of Directors. The foregoing shall include alterations or improvements on the interior of a Unit which can be viewed from the exterior of the building. No Owner may add to or otherwise alter the landscaping of the common elements in any way. The approval by the Board of Directors under this Section 11.3.A 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.

2. If any Owner requests approval of a modification or any 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.
  3. Proviso. The following shall be permitted without the approval from the Board of Directors: Holiday door decorations, but not to exceed thirty days total per holiday.
  4. Rights of Mortgagees. Any alteration or improvement made by an Owner to any portion of the Properties maintained by the Association must also require the approval of all first mortgagees of the Units in the building involved.
- B. By the Association. There shall be no alteration or improvement of the Properties by the Association without the approval of all of the Owners in the Condominium and the Board of Directors of the Association.

11.4 Architectural Standards. The Developer established a uniform scheme and appearance of the buildings. The Association desires to uphold this uniform scheme and appearance. Therefore, the rights of the Owners to make alterations and improvements to the exteriors of the buildings; and outside of the buildings; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from outside of the Units; is very limited. The following constitute architectural standards for the Condominium, which the Board of Directors is empowered to supplement from time to time without having to amend this Declaration:

- A. Screened Porch Enclosures. The screened porches may be enclosed only with a plastic film enclosure, as follows:
1. The frame must be aluminum, with aluminum color.
  2. Two or three clear panels per side are permitted, with two windows per panel.
  3. There must be a double hung window on either side of the door in the front.
  4. It is possible to only have the bottom half of the screened porch enclosed as stated above.
- B. Windows. Reflective material/window tinting is/are permitted on the windows so long as the color of the material/tinting is smoked medium gray. At no time shall aluminum foil be permitted on the inside or outside of the windows. The backing of window treatment on the interior of the window shall be of such color that it blends

harmoniously with the exterior color(s) of the Unit.

- C. Solar Panels/Devices; Antennae; Satellite Dishes; Wall Air Conditioning/Heating Units. No solar panels/devices, antennae, satellite dishes or wall air conditioning/heating units shall be permitted.
- D. Storage Area for each Building. Each Owner in a building may store personal articles in the storage area so long as the storage is neat and not cluttered. No shelving or the like shall be installed in the storage area.
- E. Shutters.
1. Roll-Down Shutters in a Screened Porch Enclosure. Roll-down shutters in the screened porch enclosure are permitted, so long as they are of the type prevailing in the Condominium, placed on the inside of the screen, and must be white or pale green. No other permanent shutters are permitted on the screened porches.
  2. Temporary Storm Shutters. Temporary storm shutters are permitted and may be placed without the need for prior approval of the Board of Directors. However, storm shutters may not be placed until a hurricane watch is issued and must be removed as immediately as possible after the storm danger has passed.
  3. Permanent Storm Shutters on the Windows Only. The only permanent storm shutters on the windows which are permitted are hinged hurricane shutters of Colonial design permanently fastened to each side of the window. These shutters shall be black in color and shall be made of extruded aluminum. However, these shutters may not be placed until a hurricane watch is issued and must be removed as immediately as possible after the storm danger has passed.
- F. General. Unless this Declaration provides otherwise: Any alteration or improvement to the exteriors of the Units or which can be viewed from the exteriors of the Units, whether or not specifically referred to in this Section 11.4 or in other Architectural Guidelines of the Board of Directors, still requires prior written approval from the Board.

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

**12.1 Occupancy of Units; Subdivision.**

- A. Occupancy. Each Unit shall be occupied by Owners and tenants and their family members, guests and invitees, as a residence and for no other purpose.

- B. Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

12.2 Age Restriction. Subject to the provisions of Section 23 below, the minimum age for permanent occupancy of a Unit shall be twelve (12) years. This age restriction has been in effect since September 13, 1974. This Section 12.2 shall not prohibit persons under the age of twelve (12) years from visiting the Condominium as a Guest, so long as the visitation is limited to a total of not more than thirty (30) days in any 120 day period. Each day or part of a day that an underaged Guest visits a Unit shall count as one day in the foregoing computation. This limitation applies to overnight guests only.

12.3 Pets and Animals. Except as otherwise provided in this Section 12.3, no pet or animal of any kind or description shall reside in or visit any Unit or be brought onto the Condominium Property or Association Property.

- A. No lessee or other occupants in the Unit along with the lessee may have any pet or animal reside in or visit any Unit or the Condominium Property or Association Property.
- B. No guest may bring any pet or animal onto the Properties.
- C. The following pets/animals may occupy a Unit with an Owner: One cat or one dog which weighs 15 pounds or less when measured at maturity; domestic birds in cage(s) in reasonable numbers (but myna birds are excluded); and fish in fish tanks(s).
- D. Exception. Seeing eye and hearing ear dogs shall be permitted, upon prior registration with the Board of Directors.
- E. 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.
- F. At no time shall any such permitted pets/animals be bred for commercial purposes.
- G. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused to any of the Properties.
- H. The right of an Owner to have a pet/animal reside in a Unit shall have such right revoked if the pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

12.4 Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

- A. General Description of Permitted Vehicles. Only passenger automobiles equipped with original automobile manufacturer's factory design passenger bodies and station wagons, and certain vans, may park on the Properties.
- B. Prohibited Vehicles or Items. THIS SECTION B CONTAINS PROHIBITED VEHICLES OR ITEMS, WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARK EXCEPT ANYWHERE ON THE PROPERTIES, THE GARAGES INCLUDED. HOWEVER, IF A VEHICLE OR ITEM IS LISTED IN SECTION C RIGHT BELOW, THEN IT IS ALLOWED NO MATTER WHAT IS STATED IN THIS SECTION B. Without limiting the general provisions set forth in Section A above, the following types of vehicles and items are PROHIBITED and WILL NOT be permitted to park anywhere on the Properties, the garages included.
1. Motorcycles, dirt bikes or other two-wheeled motorized vehicles;
  2. Mopeds and other self-powered bicycles;
  3. C-J type Jeeps or other similarly designed vehicles;
  4. Trucks, including pick-up trucks or any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without;
  5. Agriculture vehicles;
  6. Dune buggies, swamp buggies and all terrain and off-road vehicles;
  7. Any trailer or other device transportable by vehicular towing;
  8. Semis, tractors or tractor trailers;
  9. Buses;
  10. Limousines;
  11. Travel trailers;
  12. Boats and boat trailers with our without boats;
  13. Commercial vehicles as defined below;
  14. Vehicles which are not fully mechanically operable, which are unregistrable or which are not currently licensed for use;
  15. Vehicles which are an eyesore;
  16. Motorcycle delivery wagons;

17. Campers;
18. Recreational vehicles;
19. Mobile homes or mobile houses;
20. Truck mounted campers attached or detached from the truck chassis;
21. Motor homes or motor houses;
22. Motor vehicles not having any bodies whatsoever, or incomplete bodies;
23. Passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body, or by modifying the exterior and/or interior of the vehicle;
24. Passenger automobiles that are noisy, unsightly or junkers;
25. Vans, unless permitted by Section 12.4.C.5 below; and

C. Exceptions to B. above. The following vehicles shall not be subject to the parking restrictions contained in Section B above, and shall be entitled to park within parking spaces in the Condominium, subject to restrictions and provisions contained in Sections D through K. below:

1. Moving vans shall be permitted to park, but not on the grass for the purpose of loading and unloading and at no time shall same park as such during the hours of 9:00 p.m. to 6:00 a.m.
2. 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.
3. 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.
4. Vehicles for handicapped persons, "handicapped" being defined by any fair housing law.
5. Certain vans which are permitted. Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, height and width of the particular van in a customized converted condition; 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.

D. Classifications 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 12.4.C.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.4.
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. Actual use of the vehicle shall not be considered; only its outward appearance shall be.
3. A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 12.4.D(1) above.
4. A "van" shall mean any motor vehicle which is classified as a truck in accordance with Section 12.4.D(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.

- E. All motor vehicles must be maintained as to not create an eyesore in the Condominium.



- F. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for the landscaping equipment at the direction of the Board of Directors). No vehicle shall be parked on the streets.
- G. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.
- H. 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. However, washing or waxing of a vehicle is permitted.
- I. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner, resident, Guest and invitee shall remove his/her vehicle for the time period requested, or become in violation of this Section 12.4.
- J. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, 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 Owner and vehicle owner provides the Association with the necessary consent to effect the tow.
- K. 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 12.4 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. 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 12.4.

12.5 Nuisances, Ordinances and Laws. No Owner shall use any of the Properties, or permit same 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 a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly

manner.

12.6 Clothing and Similar Articles. No clothes or similar articles shall be allowed on the exterior portions of the Units, including railings. No clotheslines are allowed. 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 of the Association.

12.7 Signs. No signs of any type 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, Limited Common Elements or other Units. Exceptions:

- A. Official notices of the Association.
- B. Signs on permitted vehicles under Sections 12.4.B.2 and 3 above shall not violate this Section 12.7.
- C. Security or handicapped sign, in the window only.

12.8 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, day care or child care facility or operation (regardless of age), sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall still be prohibited.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 12.8.
- C. The business of operating the Association shall not be considered as business activity under this Section 12.8.

12.9 Trash and Garbage. No Unit shall be used or maintained as a dumping ground for rubbish, trash or other waste. Trash and garbage shall be placed in containers supplied by each Owner. For sanitary reasons, all trash and garbage except newspapers, tree limbs and other such bulky items, shall be placed in plastic bags and tied securely before being placed in the containers. All trash, garbage and other waste shall be stored and/or maintained so as to not be visible from adjoining or adjacent Units, from any street, lake or other common elements, limited common elements or Association Property within the Condominium or from any real property outside of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities.

12.10 No Security. The Association provides no security.

12.11 Leasing and Transfer of Ownership of Units. The following shall apply in addition to the provisions contained elsewhere in the Condominium Documents:

- 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 Sections 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 specific personal, social, financial, 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 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 by other means provided in this Declaration should Sections 13 or 14, as applicable, be violated.

4. Exception for First Mortgagees. A first 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 a first mortgagee, shall be exempt from the requirements of Sections 13.1 and 14.2 below.
- (a) Proviso. This Section 12.11(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, and 14.2 below.
5. Special Remedy. All leases shall contain, and if they do not, shall automatically by incorporation by reference be deemed to contain the remedy and procedures of the Association as provided in Section 19.10 of this Declaration.

12.12 No Solicitation. No business solicitation is permitted in the Condominium. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

SECTION 13. LEASING OF UNITS. A Unit Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association.

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 thirty (30) 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 thirty (30) days. If the Board neither approves nor 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 Owner.

C. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
2. The 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 Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
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, including but not limited to Section 12.2 and Section 23 of this Declaration;
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 Regulations 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.

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 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 one time in a twelve (12) month period. For purposes of calculation, a lease shall be considered as made on the first day of the Lease term.

13.4 Minimum and Maximum Lease Terms. No lease shall be made with a lease term which is less than one (1) consecutive month nor more than twelve (12) consecutive months in duration.

**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, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner of a Unit agrees to observe.

14.1 Forms of Ownership.

- A. General. Except as otherwise provided in this Section 14.1, there is no limit as to how a Unit may be owned.
- B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the 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 coowners.
- C. Ownership by Corporations, Business-Named Partnerships or by Trusts. A Unit may be owned by a corporation, business-named partnership or by a trust (the foregoing hereinafter collectively referred to as the "Entity") if approved in the manner provided for under Section 14.2 of this Declaration. The intent of this provision is to allow flexibility in estate, financial or tax planing, and not to create

circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of the Entity under Section 14.2 shall be conditioned upon designation by Entity, of one natural person to be the Primary Occupant, which Primary Occupant and other intended occupants shall also be subject to approval along with the Entity. All references to Owner or member in the Condominium Documents and Rules and Regulations as to use and occupancy of and voting and other membership rights and obligations and responsibilities with respect to the Unit owned by the Entity, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Entity of any of its responsibilities and obligations under the Condominium Documents or Rules and Regulations. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the articles of incorporation or by-laws of the corporate Owner, contained in any partnership agreement of the partnership, or in the trust agreement with respect to the trust as Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Entity subject to the provisions of Section 14.2 of this Declaration. Not more than one (1) such change will be approved by the Association in any calendar year.

- D. Ownership by Trustees. In the event that a Unit is owned by trustee(s), the trustee(s) shall have liability to the Association in his/their individual capacities and not as trustee(s).

#### 14.2 Transfer of Ownership of Units.

##### A. Transfers Subject to this Section 14.2

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
2. Devise or Inheritance. If any 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.
3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (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 14.2.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 in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) 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 Sub-section (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 Sub-section (1)(a) notice.
- (d) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, 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, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.



2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and 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 thirty (30) 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 if a majority of the whole Board so votes. 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 persons 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, including but not limited to Section 12.2 and Section 23 of the this Declaration;

(iv) The person seeking approval or intended occupants have a history or 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 a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before

the Board or its designee; or

- (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.
- (b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the 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 and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no 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 thirty (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.** In order to adequately protect the Properties required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions.

**15.1 Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, and by the insurance guidelines as published from time to time by FNMA, the Association may self-insure. All insurance policies must be written by an insurance company having an agent in Broward or Palm Beach County, Florida.

**15.2 Required Coverage.** The Association shall maintain adequate insurance covering all of the Properties, in an amount determined annually by the Board of Directors, such insurance to afford the following protection:

- A. Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.
- B. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.
- C. Automobile. Automobile liability for bodily injury and property damage for all hired and/or non-owned motor vehicles in such limits or protection and with such coverage as may be required by the Board of Directors of the Association.
- D. Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.
- E. Statutory Fidelity Bond. A minimum of that required by the Condominium Act, per person having access to Association funds.
- F. Directors and Officers Liability Insurance. To the extent available, the Association shall purchase insurance to protect the persons referred to in Article VII of the Articles of Incorporation.

**15.3 Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interests of the Association and the Owners. Some of the more common options include:

- A. Flood insurance.
- B. Boiler and Machinery Coverage Endorsement (including breakdown on air conditioning equipment).
- C. Scheduled equipment floater (protection for specialized mobile equipment).
- D. Broad Form Comprehensive General Liability Endorsement.
- E. Elevator liability and elevator collision.
- F. Medical Payments.
- G. Leakage, seepage and wind-driven rain.

15.4 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon written request.

15.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.

15.6 Insurance Proceeds. All insurance policies purchased solely by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse them in trust for the purposes stated in this Declaration and for the benefit of the Owners and their respective mortgagees in the following shares:

- A. Common Elements and/or Association Property. Proceeds on account of damage to common elements and/or Association Property shall be held in as many undivided shares as there are Units, the shares of each Owner being the same as his share in the common elements.
- B. Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.
- C. Mortgagees. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit(s), except as otherwise provided in this Sections 15 or Section 16 below. No mortgagee shall have any right to participate in determining whether improvements will be

restored after casualty.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner:

A. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs.

1. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First 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.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided in this Declaration that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to 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 the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Properties.

15.9 The Owners. The Owners may, but shall not be required, to procure title insurance, and insurance upon their personal property and for their personal liability and living expense and for any other risks not otherwise insured by the Association in accordance with this Section 15. The Owners may at their option purchase insurance for Properties which are also insured by the Association under this Section 15. Insurance purchased by the Owners under this Section 15.9 shall be so purchased at their own expense.

15.10 Rights of Institutional First Mortgagees. Anything contained in this Declaration to the contrary notwithstanding, it is understood and agreed that an Institutional First Mortgagee shall have the right to approve the policy or policies of casualty insurance required under Section 15.2 above, so long as any of such Institutional First Mortgagees shall be the owner and holder of one mortgage on any one Unit in the Condominium, and this covenant shall be for the benefit of said Institutional First Mortgagees and may be

enforced by them. In the event of a conflict of the requirements of any Institutional First Mortgagee as to the coverage of any policies of casualty insurance, then such conflict shall be resolved and binding upon all Institutional First Mortgagees provided that the most expanded and complete coverage required by the most demanding Institutional First Mortgagee is observed.

**SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.** If any part of the Properties is damaged by casualty, whether and how same shall be reconstructed or repaired shall be determined as follows:

**16.1 Damage to Units.** Where loss or damage occurs within one or more Units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided for in Section 15.6 above, and to the Owner(s)' mortgagees, being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First 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 Owner(s) of the damaged Unit(s) shall thereupon be responsible for reconstruction and repair.

**16.2 Damage to Common Elements and Association Property - Less than "Very Substantial".** Where loss or damage occurs to the common elements, limited common elements and/or Association Property, but the loss is less than "very substantial", as defined in Section 16.3 below, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- B. If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements and/or Association Property, the Association shall promptly, upon determination of the deficiency, either utilize existing available funds of the Association; or if necessary or desirable, levy a special assessment against all Owners for the deficiency. Notwithstanding any other provision in this Declaration to the contrary, such special assessment need not be approved by the Owners. The special assessment shall be added to the funds available for repair and restoration of the property.

**16.3 "Very Substantial" Damage.** As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur then:

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

- B. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
1. If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the cost so that no special assessment will be required, then the Condominium shall be restored or repaired unless two-thirds (2/3) of the voting interests of the membership shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in either of which cases the Condominium shall be terminated.
  2. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, then unless two-thirds (2/3) of the voting interests of the membership vote in favor of such special assessment and against termination of the Condominium, the Condominium shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the voting interests approved the special assessment, the Association, through its Board of Directors, shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The special assessment shall be added to the funds available for repair and restoration of the property.
  3. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from the insurance proceeds. If there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in Sections 14 or 15 of this Declaration.

16.5 Equitable Relief. In the event of damage to the common elements which renders any Unit untenable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the untenable Unit may petition a Court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be made substantially in accordance with the Plans and Specifications for the original Building and Improvements; or otherwise according to different plans and specifications approved by the Board of Directors, by the vote of not less than three-fourths (3/4) of the voting interests of the membership, and by the Primary Institutional Mortgagee, if any.

SECTION 17. CONDEMNATION OR EMINENT DOMAIN:

17.1 Deposit of Awards with Association. The taking of all or any part of the Properties 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 provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably 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 Shares 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 Units 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 numbers representing the shares of these as they existed prior to the adjustment.
- D. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the 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 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 and Association Property. Awards for the taking of common elements and Association Property 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 16 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 in addition to the manner provided in the Condominium Act:

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 Very Substantial Damage. If the Condominium, as a result of casualty, suffers very substantial damage as defined in Section 16 of this Declaration, and it is not decided as provided in that section that the Condominium will be reconstructed or repaired, the Condominium form of ownership of the property in this Condominium will 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 and Secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of St. Lucie 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 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 effect 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.
- 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 seventy-five (75%) percent of the voting interests of all 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 Units 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 option 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 Units 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 Units to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which Units will be purchased by each participating Owner and/or the Association, and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect 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 St. Lucie 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 the Condominium Documents 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; REMEDIES.**

**19.1 Duty to Comply; Right to Sue.**

- A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Acts, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:
1. The Association;
  2. An Owner;
  3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
  4. Any tenant leasing a Unit, and any other invitee occupying a Unit.
- B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a Court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.
- C. The Association shall also have any other remedies provided for in the Condominium Documents and Law.
- D. The mandatory non-binding arbitration procedures of F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules, shall be followed and shall apply.

19.2 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 Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; 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; or should any Owner violate Sections 11.3

or 11.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. 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 onto 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.
- B. This Section 19.2 is in addition to the rights of entry as provided for in Sections 19.3 and 19.4 below.
- C. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:
  - 1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
  - 2. The thirty (30) day notice shall not apply to Section 19.3 below.

19.3 Negligence; Damage Caused by Condition on Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and 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 on a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, 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 the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

19.4 Association's Access onto the Properties. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Properties including the Units: (A) for the purposes of inspection, protection, maintenance, repair, replacement, alteration and improvement of those Properties for which the Association is obligated to protect, maintain, repair and replace, and for which the Association is permitted to alter and improve, under this Declaration; and (B) In the event that an unsanitary or other condition situation exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

19.5 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; 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.

19.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.7 Costs and Attorneys' and Paralegal Fees. Except and to the extent otherwise provided in F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: In any legal proceeding 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), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' and paralegal fees (including appellate attorneys' and paralegal fees).

19.8 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, or at Law or in equity.

19.9 Notice of Lien or Suit:

- A. Notice of Lien. An Owner shall give to the Association written notice of every lien upon his Lot 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.
- C. Failure to Comply. Failure of an Owner to comply with this Section 19.9 will not affect the validity of any judicial suit. However, the failure may render the Owner liable to any party injured by such failure.

19.10 Eviction of Tenants and Occupants. Except and to the extent otherwise provided in or barred by F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida

Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. If lessees and/or permanent occupants shall be in non-compliance with any of the Condominium Documents and Rules and Regulations, the following may occur: Upon the expiration of seven (7) days after delivery of a written notice from the Association to the lessees specifying the non-compliance and indicating the intention of the Association to terminate the lease, and if the lessees and/or permanent occupants do not come into compliance within that time period, then the lessees shall be deemed in default of the lease and the Association may elect to terminate the lease. Thereupon, the Association, as agent for the lessor/Owner, or the lessor/Owner, may immediately re-enter and re-take possession of the premises for and on behalf of the lessor/Owner. The Association has the right to serve such notice, terminate the lease and seek possession of the Unit for and on behalf of the lessor/Owner, upon the expiration of ten (10) days after the Association mails notice of such intent to the lessor/Owner, without further notification nor the need to obtain specific permission from the lessor/Owner. The Association then has the right to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 19.10 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter; refer to Section 19.7 above for further details.

**SECTION 20. RIGHTS OF MORTGAGEES.** The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

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.A below.

20.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Sections 11.8.A above.

20.3 Alterations and Improvements by Owners. First Mortgagees have certain rights to approve alterations and improvements to the Properties by Owners as provided for in Section 11.3.A(4) above.

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 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 a complete right of access to all of the Common Elements and Association Property, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan.

20.9 Priority. All provisions of an institutional mortgage shall take precedence over the provisions of this Declaration, unless and to the extent that same is viewed to be contrary to or prohibited by applicable law from time to time. 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 the Condominium Documents 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. If any Amendment is proposed by written petition, a majority of the entire Board of Directors shall adopt a resolution approving the Amendment.

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 60% of the entire Board of Directors and not less than 75% of the voting interests of all members of the Association.

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 Certificate of Amendment shall on the first page state the book and page of the Public Records where the Declaration is recorded. If the written consent procedure is used, the consents of the Owners need not be recorded, so long as the Certification of Amendment executed by the Officer of the Association attests to the execution of a sufficient number of consents to pass the amendment in question. 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. Provided, however, that no amendment shall:

- A. Operate to unlawfully discriminate against any Owner or against any Unit or class or group of Units.
- B. Change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which an Owner shares in the common expenses or shares in the common surplus; unless the Owners of all Units and the record Owners of Institutional Mortgages on the Units join in the execution of the amendment.

- C. In any way negatively impair or prejudice any of the rights, privileges, powers, security, priorities and/or options provided in this Declaration in favor of or reserved to all record owners of institutional mortgages on the Units, unless such mortgagees shall join in the execution of the amendment.

21.6 Special Provisions Regarding the ACT and ADMINISTRATIVE RULES. Notwithstanding any provisions to the contrary contained in the Condominium Documents to the contrary, but subject to Section 21.5 above, the following shall apply: Upon the vote of a majority of the full Board of Directors and the vote of not less than two-thirds (2/3) of the voting interests of those members present in person and by proxy at the meeting, any one or more of the following amendments to the Declaration may be approved and become effective:

- A. Any amendment which is necessary to enable the COMMUNITY to attain or retain EXEMPTION THREE of the ACT.
- B. Any amendment which is necessary to refine those amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- C. Any amendment which is necessary to delete any or all amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- D. Any amendment which is made which otherwise relates to the ACT and/or ADMINISTRATIVE RULES.
- E. Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).

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 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. The Corporate Acts.
- C. Other Florida Statutes which apply.
- D. This Declaration.
- E. The Articles of Incorporation.
- F. The By-Laws.

- G. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

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

22.4 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.

22.5 Captions. The captions in the Condominium Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Condominium Documents.

22.6 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.

22.7 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.

22.8 Covenant Running with the Land. All provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Properties in the Condominium, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all residents, occupants, guests and invitees to the Properties. None of the provisions contained in the Condominium Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

**SECTION 23. OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988.**

23.1 STATEMENT OF INTENT. It has been declared by amendments to the original declaration recorded on April 28, 1989 and it is hereby reaffirmed that the COMMUNITY desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It has been and is more specifically the desire and intention of the Association to continue to qualify for 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. In addition to adopting these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to adhere to policies and procedures which demonstrate an intent to provide housing for older persons.

**23.2 OCCUPANCY BY OLDER PERSONS - 55 OR OVER HOUSING.**

- A. Except for persons who are grandfathered-in as provided for in Section 23.3, and except for persons referred to in Section B next 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.
- B. Exceptions: Future Occupancies. The following future occupancies shall be permitted, even though no occupant has attained the age of 55 years, but provided that the occupancy is not otherwise prohibited by Section 12.2 of this Declaration:
1. Occupancy by a surviving spouse, or by a surviving non-spouse companion provided that the residence of the surviving companion was the same as that of the deceased at the time of death.
  2. Occupancy by any person who obtains ownership of a Unit by devise or inheritance.
  3. Occupancy by any person who owned record title to a Unit on the Effective Date of this Section 23; and his/her spouse; and children provided that the children reside in the Unit along with the record Owner or spouse and are at least twenty-five (25) years of age.
  4. Occupancy of a Unit by Guest(s) when the host (Owner or Lessee) is not present in the Unit, when no individual occupying the Unit is 55 years of age or older, provided that such occupancy is limited to sixty (60) days total in a calendar year. This limitation shall not be cumulative from year to year. Each day as well as part of a day shall be counted in this computation. The host shall be considered to be not present in the Unit when the host does not stay overnight in the Unit along with the Guest(s).
  5. Occupancy of a Unit by an Owner (and his family members) who is/are not permanent occupant(s) of the Unit but who may occupy the Unit occasionally for vacation or similar purposes. Such occupancy is limited to sixty (60) days total in a calendar year. This limitation shall not be cumulative from year to

year.

- C. Each Owner shall be responsible to ensure that his lessees, residents, Guests and invitees of the Unit comply with the occupancy requirements.

23.3 GRANDFATHER PROVISIONS. The occupancy requirements of Section 23.2.A 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 of this Declaration and provided that they register or have registered with the Association as provided for below:

- A. Leases. Any lessee(s) and other occupants of a Unit under a valid and approved written lease, which was fully executed prior to April 28, 1989, shall obtain grandfather status.
- B. Other Occupancies (Other Than Leases).
  - 1. OCCUPANCY ON SEPTEMBER 13, 1988: Any Owner(s) and any persons not mentioned in the foregoing Section A, who WERE validly occupying a Unit as a residence on September 13, 1988, shall obtain grandfather status.
  - 2. OCCUPANCY AS OF THE EFFECTIVE DATE: Any Owner(s) and any persons not mentioned in the foregoing Section A, who WERE validly occupying a Unit as a residence as of April 28, 1989, shall obtain grandfather status.
- C. Even though a person under the age of 55 years is given grandfather status, or is provided an exception under Section 23.2.B above, this shall not entitle the permanent occupancy in the Unit by any other person unless:
  - 1. At least one (1) person occupying the Unit is 55 years of age or older; or
  - 2. That other person is also accorded grandfather status; or
  - 3. That other person is granted an exception under Section 23.2.B above.
- D. Grandfather status once obtained applies to occupancy of any Unit in the COMMUNITY.

23.4 REGISTRATION REQUIRED. All Owners, lessees and occupants must register with the Association within ninety (90) days after the recording of this Declaration, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status unless the person has properly registered. These items to be delivered for registration are as follows:

- A. A fully completed and signed registration/Proof of Age form to be provided by the Association; and
- B. Documentation demonstrating Proof of Age as provided for in Section 23.5 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).
- D. Proviso. Any Owners, lessees and occupants who have previously delivered the foregoing items to the Association shall be considered already registered, and need not register again.

23.5 PROOF OF AGE.

- A. Documentation Required. Beginning with the date of recording of this Declaration, all present Owners and occupants of Units shall deliver to the Association, documentation demonstrating Proof of Age, to include birth certificate, driver's license, baptismal certificate, voter's registration card, passport and/or any other documentation required by the Association which shows Proof of Age. All Owner(s) who obtain record title after the Effective Date of this Section 23 and all persons who occupy the Units after the Effective Date of this Section 23 shall, prior to the obtaining record title and taking occupancy and/or as part of the approval of transfers process, deliver to the Association, documentation demonstrating Proof of Age as provided above. The foregoing applies regardless of the age of the persons or whether they seek grandfather status.
- B. Registration/Proof of Age Form. The Association shall make available a registration/Proof of Age form to all Owners. It shall be the responsibility of the Owner, not the Association, to provide the lessee(s) or other occupants in the Unit with the registration form for the lessee(s)/occupant(s) to complete and return to the Association.
- C. Presumption. Should any person fail or refuse to provide Proof of Age as required in this Section 23.5, the Association shall be justified in assuming that such person is not 55 years of age or older.
- D. Proviso. Any Owners, lessees and occupants who have previously delivered the foregoing Proof of Age to the Association shall be considered in compliance with this Section 23.5 and need not submit further proof.

23.6 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 Condominium Documents, for the COMMUNITY to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

23.7 Effective Date. This Section 23 is substantively the same as that contained in an amendment to the original declaration as recorded on April 28, 1989. Accordingly, any substantive provision contained in the 1989 amendment and reproduced here shall be deemed effective on April 28, 1989.

SECTION 24. EFFECTIVE DATES. The Effective Date of the provisions of this 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. Provided however, that to the extent that any provision in this Declaration contains a use restriction which is in effect the same or similar to that contained in the Original Declaration or any amendment to the original declaration, then the effective date of such use restriction is the date of recording of the original declaration or amendment, as applicable. Further provided however, that if an earlier effective date is referenced in this Declaration, then that earlier date shall control as the effective date.

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, being the duly elected and acting President and Secretary of LIMETREE CONDOMINIUM ASSOCIATION, INC. hereby certify that the foregoing was approved by not less than 60% of the entire Board of Directors on February 11 1992 at a special Board Meeting called for the purpose, with quorum present; and was approved by not less than 75% of the voting interests of the members of the Association, voted on February 11, 1992 at a meeting of the members called for the purpose, with quorum present.

WHEREFORE, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its President and Secretary on

the 13 day of February, 1992.

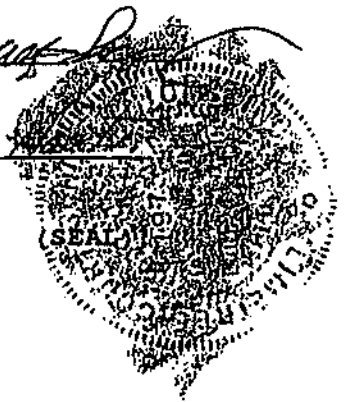
WITNESSES:

[Signature]  
[Signature]

LIMETREE CONDOMINIUM  
ASSOCIATION, INC.

BY: [Signature]  
PRESIDENT

ATTEST: [Signature]  
SECRETARY

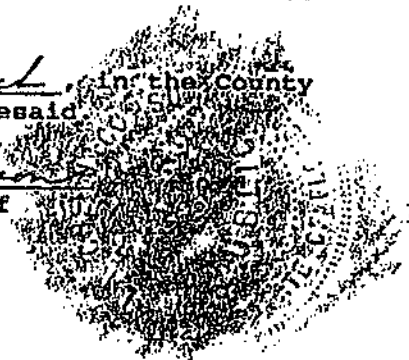


STATE OF FLORIDA )  
                                  ) ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 13 day of February, 1992, before me personally appeared George Murphy and Patricia A. Hart, President and Secretary, respectively of LIMETREE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; 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 Dayton Beach, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

[Signature]  
NOTARY PUBLIC, State of  
Florida at Large



LIMEAMEN

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 23, 1994  
BONDED THRU GENERAL INS. UND.



SCHEDULE OF EXHIBITS TO AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

<u>Exhibit Number</u>	<u>Description and Comments</u>
"A"	Legal Description of Phase One and other Property: Exhibits "A", "A-1" and "A-2" to the Original Declaration are <u>incorporated into this Declaration by reference.</u>
"B"	Survey, Plot Plans and Floor Plans, including Surveyor's Certificate, Legal Description of Phases Two and Three, and the exhibits to each amendment adding Phase: Exhibit "B" to the Original Declaration in its entirety and the exhibits to each amendment adding Phase are <u>incorporated into this Declaration by reference.</u>
"C"	Amended and Restated Articles of Incorporation: <u>Attached.</u>
"D"	Amended and Restated By-Laws: <u>Attached.</u>

LIMESCH