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Palm Beach County, Florida

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Declaration of Condominium For Albanese Commerce Center, A Condominium

Made this 15th day of January, 2002, by **SLH Development, Inc.**, a Florida corporation, as owner of the real property hereinafter described, and developer of the improvements thereon (Developer), for itself, its successors, grantees, assignees, and/or their transferees, makes the following declaration:

Article I. Purpose

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Ch. 718, Florida Statutes (Condominium Act) for non-residential condominiums, and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is Albanese Commerce Center, a Condominium.

1.2 The address of this condominium is 1200 & 1180 South Rogers Circle, Palm Beach County, Florida.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Palm Beach County, Florida, as described in the attached Composite Exhibit A (the Land). Said Land shall be subject to conditions, restrictions, limitations, easements, and reservations of record.

1.4 All provisions of the Declaration shall be construed to be perpetual covenants running with the Land and with every part thereof and interest therein, and every condominium parcel owner and claimant of the Land, or any part thereof or interest therein, and his heirs, executors, and administrators, successors, and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided in this Declaration. Both the burdens imposed and the benefits shall run with each condominium parcel as defined in this Declaration.

Article II. Definitions

The terms used in this Declaration and in the Articles of Incorporation, the Bylaws and the Rules and Regulations (if any are adopted) of Albanese Commerce Center, Inc., shall have the meaning stated in the Condominium Act and when capitalized in the text of this Declaration, shall have the following defined meanings, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

2.2 Association means the corporate entity responsible for the operation of a condominium.

2.3 Board of Administration means the board of directors or other representative body responsible for administration of the Association.

2.4 Bylaws means the bylaws of the Association existing from time to time.

2.5 Common Elements includes within its meaning the following:

2.5.1 The condominium property that is not included within the Units.

2.5.2 Easements through Units for conduits, ducts, plumbing, wiring, fire alarm systems, building sprinkler systems and other facilities for the furnishing of utility services to Units and the common elements.

2.5.3 An easement of support in every portion of a Unit that contributes to the support of a building.

2.5.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements.

2.5.5 The property or appurtenances otherwise defined or identified as common elements herein.

2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

2.7 Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rent, profit, and revenue on account of the common elements, over the common expenses.

2.8 Condominium means that form of ownership of real property that is created pursuant to the provisions of the Florida Condominium Act and that is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the common elements.

2.9 Condominium Parcel means a Unit, together with the undivided share in the common elements that are appurtenant to the Unit.

2.10 Condominium Property means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 Declaration or Declaration of Condominium means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.12 Developer means the entity that creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a Unit Owner who has acquired his Unit for his owner occupancy. The Developer of this condominium is SLH Development, Inc., a Florida corporation, its successors and/or assigns.

2.13 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state chartered financial institution, real estate or mortgage investment trust, federal or state agencies, the Developer, or other duly licensed lending

agency which shall be acceptable to and approved by the Board of Directors of the Association.

2.14 Limited Common Elements means those common elements that are reserved for the use of certain condominium Unit or Units to the exclusion of other Units, as specified in the Declaration of Condominium.

2.15 Operation or "operation of the condominium" includes the administration and management of the condominium property.

2.16 Unit means a part of the condominium property which is subject to exclusive ownership. A Unit may be in improvements, land or land and improvements together, as specified in this Declaration of Condominium.

2.17 Unit Owner or "owner of a Unit" means a record owner of legal title to a condominium parcel.

2.18 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all attached exhibits shall include (if applicable) but not be limited to electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal, and other services required or provided by governmental authorities or private utility providers.

Article III. Development Plans

3.1 Improvements.

3.1.1 Annexed hereto and made a part hereof as Composite Exhibit A, are the site plan and graphic descriptions of the exteriors of all Units, including their identification numbers, location, and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 The Unit plans as described in Composite Exhibit A may not reflect the interior plans of the Units. Should any Units be combined, combined Units shall exist as separate Units as described in this Declaration for the purpose of applying the provisions of this Declaration and all attached exhibits.

3.2 Plot Plan. A site plan based on a survey of the lands comprising the condominium and locating the improvements constructed or to be constructed thereon, are included in Composite Exhibit A, attached hereto.

3.3 Unit Plans. The development plan of the condominium, which contain a site plan and elevations, are included in Composite Exhibit A, attached hereto. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the attached Composite Exhibit A, hereto. Every deed, lease, mortgage, or other instrument may legally describe a Unit and/or condominium parcel by its identifying number as provided for on the attached Composite Exhibit A, and each and every description shall be deemed good and sufficient for all purposes.

Article IV. Unit Boundaries/Limited Common Elements

Each Unit shall include that part of the Unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries; Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each Unit, and those surfaces below the undecorated finished floor of each Unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits, and other utilities running through any interior wall or partition for the furnishing of utility services to other Units and/or for common elements. In those Units where attic, loft or storage access is provided, a Unit Owner may use the crawl space for storage at the Unit Owner's risk. Any damage caused to the Unit or common elements by using this storage area shall be the singular expense of the Unit Owner.

4.4 Loading Bays. Each truck loading bay depicted on Composite Exhibit A abutting a Unit to which there is direct and exclusive access from the Unit shall be for the exclusive use of such Unit and shall constitute an appurtenance to the Unit to which such loading bay abuts, shall be owned by said Unit Owner and shall not constitute a common or limited common element. Such loading bays are depicted on Composite Exhibit A to this Declaration of Condominium. The use of the appurtenant loading bays shall be subject to the provisions of the Declaration and such rules as may be promulgated and from time to time amended by the

Association. The Unit Owner shall be responsible for the maintenance and repair of such Unit Owner's loading bay and in the event such responsible Unit Owner fails, refuses or neglects to perform such maintenance and repair the Association may do so and assess such Unit Owner for the cost of the same.

Article V. Ownership

5.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership. The owners of record of the Units shall be members of the Association. There shall be one membership for each Unit and if there is more than one record owner per Unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the Unit.

5.3 Unit Owner's Rights. The owner of a Unit is entitled to the exclusive possession of such owner's Unit and such Unit's truck loading bay. Such Unit Owner shall be entitled to use the common elements in accordance with the purposes for which they are intended, but such use shall not hinder or encroach upon the lawful rights of the owners of other Units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

Article VI. Restraint Upon Separation and Partition of Common Elements

The fee title of each condominium parcel shall include both the condominium Unit, its truck loading bay, and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium Unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium Unit. The share in the common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate and/or any action to partition the fee title to a condominium Unit from the undivided interest in the common elements appurtenant to each Unit shall be null and void.

Article VII. Fraction of Ownership of Common Elements

The undivided share in the common elements appurtenant to each of the sixteen (16) Units in the condominium, stated as a fraction, shall be equal to the ratio that a given Unit's square footage bears to all the combined square footage of all Units.

Article VIII. Common Expense and Common Surplus

The common expenses to be borne by each Unit Owner shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be responsible for a

portion of the common expenses and costs, and such share shall be in the fraction of the undivided share in the common elements to his Unit as set forth in Article VII above.

8.1 Common expenses shall include the costs of exercising the powers of, and carrying out the duties of the Association and any other expenses designated as common expenses by this Declaration and the By-Laws including, but not limited to, the following:

8.1.1 Expenses for the operation, maintenance, repair, replacement or improvement of the common elements, including such amounts, if any, as the Board of Administration shall deem necessary to establish reserves for replacement of the common elements.

8.1.2 Expenses of the Association in carrying out its powers and duties.

8.1.3 Expenses of obtaining or providing: (a) trash removal service; (b) water service; and (c) sewer service for all Unit Owners. Such water service as is necessary to service two (2) restrooms and a common area lounge or other standard sink shall be provided to each Unit Owner on a common basis and is to be paid as a common expense of the Association. In the event any Unit Owner or the authorized tenant of any Unit Owner utilizes water in excess of those specified in this subsection, said Unit Owner and/or authorized tenant shall be obligated at the expense of such Unit Owner and/or tenant to provide and install, by a properly licensed and insured plumbing contractor acceptable to the Association in the reasonable exercise of its discretion, a separate meter and all necessary piping for such water usage and shall maintain the account for such meter in said Unit Owner's and/or tenant's name and shall make all payments necessary or required for such water usage.

8.1.4 Expenses for obtaining the following services for use in connection with the operation and maintenance of the common elements: electric service, water services, telephone service, sewer service, trash removal service, vermin extermination service, fire alarm reporting and maintenance service, custodial service, lawn and ground maintenance service, security service, if any, and any other utilities service.

8.1.5 Premiums of all policies of insurance maintained by the Board of Administration pursuant to Article XV hereof.

8.1.6 Fees or compensation due to any manager retained by the Condominium Association and fees for salaries for such employees as may be retained by the Association.

8.1.7 Such amounts as the Board of Administration deem proper for working capital, general operating reserves, reserves for contingencies and to make up any uncollectible delinquencies in the payment of assessments.

8.1.8 Fees for legal, accounting and other professional services necessary or desirable for the operation of the common elements or for the administration of the Association.

8.1.9 Fees payable by the Association to any governmental agency having jurisdiction over the Association and its affairs.

8.1.10 Any expense designated or contemplated as a common expense by the provisions of the Condominium Act, this Declaration of Condominium, the Articles or the By-Laws.

8.1.11 Expenses agreed upon as common expenses by all Unit Owners.

8.1.12 Any tax or special assessment levied by a governmental entity against the Condominium Property as a whole.

8.2 A working capital fund shall be established to provide the Association with initial funding. At the time of closing of the initial sale of each Unit by the Developer, the initial purchaser of each Unit from the Developer shall contribute to the working capital fund a sum equal to two months' assessments for the Unit as determined by the operating budget of the Association. Only the initial purchaser of each Unit from the Developer shall be required to contribute to the working capital fund. Neither the Developer nor any Unit purchaser other than the initial purchaser of each Unit from the Developer shall be required to contribute to the working capital fund. The working capital fund shall be held by the Association as Common Surplus and each Unit Owner's interest in the fund shall be in proportion to each Unit Owner's interest in the common elements. Amounts paid into the fund shall not constitute advance payment of regular assessments. The Board of Directors of the Association may make any expenditure of the working capital fund for any purpose by majority vote of the directors present at a director's meeting at which a quorum is present.

Article IX. Maintenance, Alterations, and Improvements

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units.

9.1.1 By the Association. The Association shall maintain, repair, and replace at the Association's expense

9.1.1.1 All portions of a Unit contributing to the support of the condominium building, which portions shall include but not be limited to outside walls of the condominium building, the roof and all fixtures on its exterior, those portions of boundary walls not a part of the Unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

9.1.1.2 All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portion of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the condominium other than the Unit within which contained.

9.1.1.3 All incidental damage caused to a Unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

9.1.2.1 To keep and maintain his Unit including its appurtenant truck loading docks, its equipment, and appurtenances in good order, condition, and repair, and to perform promptly all maintenance and repair work within the Unit that, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability that his failure to do so may engender.

9.1.2.2 To maintain, repair, and replace any and all walls, ceilings, and floor interior surfaces, painting, decorating, and furnishings, and all other accessories that such owner may desire to place and maintain in his Unit.

9.1.2.3 Where applicable, to maintain and keep in a neat, clean, uncluttered and orderly condition, the floor, interior walls, screening, and all components of the loading docks.

9.1.2.4 To promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.1.2.5 Plumbing and electrical repairs to fixtures and equipment located within a Unit and exclusively servicing a Unit shall be paid for and be a financial obligation of the Unit Owner.

9.1.2.6 Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair, or replacement of any common element therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

9.1.2.7 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, the building doors, windows and/or property.

9.1.2.8 Not to alter, change the appearance of or modify the truck loading dock areas and to at all times maintain it in a condition of good repair consistent with the directives of the Association.

9.1.3 Alteration and Improvement. A Unit Owner shall not do anything within his Unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the Association property or Condominium property which is to be maintained by the Association.

9.2 Common Elements.

9.2.1 By the Association. Except as may be stated elsewhere, the maintenance and operation of the limited common elements and common elements, including the repair, maintenance, and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a common expense.

9.2.2 Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no material alteration or substantial additions to the common elements or to real property which is Association property without prior approval in writing by not less than two-thirds (2/3) of the members of the Association and by not less than 100% of all Institutional Mortgagees of record, as defined in paragraph 2.13.

9.2.3 Land Acquisition. The Association has the power to acquire title to or otherwise hold real property provided two-thirds (2/3) of the members approves an Amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the

terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of Palm Beach County, Florida, shall divest in the Association title of the land and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the Units owned by them. Real property acquired or otherwise held by the Association may be added to the land submitted to condominium ownership hereby.

9.2.4 Land Not Incorporated. Any land acquired by the Association that is not incorporated into the Condominium Property by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record Unit Owners of not less than two-thirds (2/3) of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

9.2.5 Personal Property. The Association has the power to acquire personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association. The power to acquire, sell, mortgage or otherwise dispose of personal property shall be exercised by the Board of Administration.

Article X. Use Restrictions

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

10.1 Units.

10.1.1 Each of the Units shall be occupied only by an owner and approved tenants, as a business and for no other purpose. Residential use of any Unit is strictly prohibited. No Unit shall be utilized for auto repair, auto body repair activities, or spray-painting activities. Further, all Units shall be utilized in a manner that complies with all applicable zoning and land use laws, rules, regulations and provisions, and all of the restrictions stated herein shall similarly apply to the common elements and all other portions of the Condominium Property.

10.1.2 Except as reserved to the Developer in paragraph 22.7, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the

changes in the Units to be affected thereby provided however, the foregoing shall not be construed to prevent the owner of two (2) adjacent Units from physically combining the interiors (to and including such Unit's upper and lower boundaries as defined in paragraph 4.1) of such Units for such owner's common use provided: (a) any such combination shall be approved at such combining Unit Owner's expense by an engineer acceptable to the Association in the reasonable exercise of its discretion; and, (b) such combination shall comply with all applicable laws including applicable building and zoning codes and ordinances; and, (c) such combination shall not alter or affect the voting and assessment rights and obligations applicable to such Units as they existed prior to such combination.

10.1.3 Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit or the truck loading docks without the prior written consent of the Board of Directors of the Association and the Developer.

10.1.4 No banners or other hangings shall be allowed on any truck loading docks of the condominium Units, or any other part of the Condominium Property, without the written consent of the Board of Directors of the Association.

10.1.5 No owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or truck loading dock that would alter the exterior appearance of the Unit or truck loading dock or any previously approved sign or make any alteration to the common elements without the prior written consent of the Association.

10.1.6 No Unit shall be occupied by tenants, unless such tenant has been authorized by written correspondence to the Association from the Unit Owner prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure.

10.1.7 Each Unit owned by a corporation may be occupied only by authorized agents and employees of such corporation.

10.2 Common Elements and Limited Common Elements. The common elements and limited common elements shall be used only for the purposes for which they are intended.

10.3 Nuisances. No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No

Unit Owner shall permit any use of his Unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs. No signs shall be displayed from a Unit or on common elements except such signs as shall have advance written approval by the Association (and Developer prior to turnover).

10.6 Rules and Regulations. Reasonable rule and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and occupants of the condominium upon request.

10.7 Restrictions. No boats, trailers, recreational vehicles, semi-tractor trailer trucks, or other commercial vehicles shall be parked or kept in the parking areas of the Condominium. Semi-tractor trailer trucks and other commercial delivery or service vehicles may be parked and kept in the truck loading bays appurtenant to the Units when authorized by the owner of such truck loading bay. Passenger type vans, even if used for business deliveries and commercial purposes, pickup trucks, and passenger SUVs do not constitute commercial vehicles of the type prohibited from being in the parking areas of the condominium by the provisions of this paragraph 10.7

10.8 Pets/Animals. No pets or animals including guard dogs shall be permitted to be on the Condominium Property or in any Unit nor shall any pet or animal that accompanies any business invitee or licensee be permitted to become a nuisance to anyone in the condominium and the Association may adopt procedures for the removal of such pets or animals that become a nuisance.

10.9 Proviso. Provided however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of this condominium, neither the Unit Owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all Units by the Developer, and the Developer may make such use of the unsold Units and common elements as may facilitate such completion, sale and assignment, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs. Sales office signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. The Developer shall have the right to bar any purchaser

of any Unit from the property until the completion of construction and the closing of such Unit purchaser's contract.

Article XI. Maintenance of Community Interests

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the condominium building in useful condition exists upon the land, which provisions each Unit Owner covenants to observe:

11.1 Transfer Subject to Approval.

11.1.1 Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association, except to another Unit Owner.

11.1.2 Lease. No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner.

11.1.3 Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

11.1.4 Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the association.

11.1.5 Other Transfers. If any Unit Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

11.2 Approval by Association.

11.2.1 Notice to Association

11.2.1.1 Sale. A Unit Owner intending to accept a bona fide offer of sale of his Unit, or any interest therein, shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require which shall include but not be limited to the type of business that will be conducted and a certification by the purchaser confirming the same, which certification shall be conclusively presumed to have been relied upon by the

Association in approving the transaction. (A bona fide offer being defined as an offer in writing binding upon the offered and containing all the pertinent terms of such sale or lease, and accompanied by an earnest money deposit in an amount equal to ten percent (10%) of the purchase price if such offer is an offer to purchase a Unit). Such notice at the Unit Owner's option may include a demand by the Unit Owner that if the proposed purchaser is not approved, the Association furnish a purchaser, which purchaser may be the Association; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

11.2.1.2 Lease. A Unit Owner intending to accept a bona fide offer to lease his Unit or any interest therein, shall give the Association notice of such intention, together with the name and address of the intended lessee and other such information as the Association may reasonably require which shall include but not be limited to the type of business that will be conducted and a certification by the lessee confirming the same, which certification shall be conclusively presumed to have been relied upon by the Association in approving the transaction, along with an executed copy of the proposed lease. Upon leasing of a Unit, the Unit Owner will be required to deposit with the Association an amount equal to one month's rent to be held to offset any damage to Association property caused by Lessee.

11.2.1.3 Gift, Devise, Inheritance, and Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered ("Transferee"), shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require which shall include but not be limited to the type of business that will be conducted and a certification by the Transferee confirming the same, which certification shall be conclusively presumed to have been relied upon by the Association in approving the transaction, and a certified copy of the instrument evidencing the owner's title.

11.2.1.4 Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transfer of

ownership. If the Association disapproves the transfer of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

11.2.2 Certificate of Approval

11.2.2.1 Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and the information, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

11.2.2.2 Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), in recordable form, which shall be delivered to the lessee.

11.2.2.3 Gift, Devise, Inheritance, and Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), in recordable form, and shall be delivered to the Unit Owner and shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Unit Owner.

11.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

11.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the Unit Owner must sell the Unit upon the following terms:

11.3.1.1 The price to be paid shall be that stated in the disapproved contract to sell.

11.3.1.2 The purchase price shall be on such terms as are contained in the disapproved contract or as may be otherwise agreed upon by the parties.

11.3.1.3 The sale shall be closed within the time frame specified in the disapproved contract or as may be otherwise agreed upon by the parties.

11.3.1.4 A certificate of the Association executed by its President (or a Vice President), having the corporate seal affixed, and approving the purchaser, shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

11.3.1.5 If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, the Unit Owner's proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

11.3.2 Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

11.3.3 Gifts, Devise, Inheritance, and Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not heretofore considered, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the Unit Owner must sell the Unit upon the following terms:

11.3.3.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within ten (10) days from the delivery or mailing of such agreement. In the absence of such agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association,

except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

11.3.3.2 The purchase price shall be paid in cash.

11.3.3.3 The sale shall close within thirty (30) days following the determination of the sale price.

11.3.3.4 A certificate of the Association, executed by its President (or a Vice President), having its corporate seal affixed, approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

11.3.3.5 If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Unit Owner.

11.4 Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by an Institutional Mortgagee which acquires title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this Article apply to the sale or other transfer of a Unit by the Developer.

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

11.6 Purchase of Units by the Association. The Association shall have the power to purchase Units subject to the following provisions:

11.6.1 Decision. The decision of the Association to purchase a Unit shall be made by Two-Thirds (2/3) approval of its entire membership; provided, however, that the foregoing Two-Thirds (2/3) member approval shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

11.6.2 Exceptions. The foregoing provisions of Sections 11.1 through 11.5 shall not apply to a transfer to or purchase by the Association.

11.7 Rights of Developer. Anything to the contrary herein notwithstanding, before the Association approves any sale of a Unit or elects to purchase the Unit itself, the Association must first offer such Unit to the Developer and allow the Developer to accept the Outside Offer as long as the Developer owns a Unit. Notice of receipt of an Outside Offer must be delivered to the Developer by the Association within five (5) days after such notice is received by the Association as aforesaid. The Developer's election shall be given to the Board in writing within five (5) days of the date the Developer is notified of the Outside Offer in writing. The approval of any sale by the Association, however, in violation of this Section shall be conclusive and may be relied upon by an Outside Offeror acting in good faith and acquiring the Unit for value. The Association will, however, in such case be liable to the Developer for damages. Any closing agent or title insurance agent shall have the unqualified right to rely solely upon the approval of sale by the Association and the failure to obtain a waiver of the rights to purchase granted to the Developer in this section shall not subject any closing agent or title insurance agent participating in the closing of any Unit to any liability and the absence of such waiver shall not in any way impair or affect the marketability of title to any Unit. Further, upon satisfaction of the construction mortgage from the Developer for construction of the condominium, Developer shall have the right but not the obligation to record a blanket waiver of the provisions granted to Developer hereunder which waiver shall not require joinder by any third party in order to be effective.

Article XII. Parking Spaces

The following provisions will be applicable to the transfer and assignment of parking spaces.

12.1 Parking; Assignment and Transfer. As depicted on attached Composite Exhibit A, the common elements include uncovered parking spaces. These parking spaces will be available for use pursuant to the Declaration and such rules as the Association may promulgate and from time to time amend, however, such parking spaces may not be assigned to any Unit or Unit Owner and shall be utilized on a first-come, first-serve basis.

Article XIII. Easements

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium. Easements are hereby created:

13.1 Utilities. For all utility services that serve the condominium property which shall exist for the building as it is actually constructed, regardless of how the proposed plans and specifications for the condominium property may depict them prior to construction.

13.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3 Support. Over every portion of a Unit contributing to the support of the condominium building or an adjacent Unit. Each such portion of a Unit is hereby burdened with an easement of support for the benefit of all other Units and common elements in the Building.

13.4 Perpetual Nonexclusive Easement in Common Elements. Over the common elements which are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of Units in the condominium for their use and the use of their licensees and invitees, for all property and normal purposes, and for the furnishings of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

13.5 Right of Entry into Private Dwellings in Emergencies. In case of an emergency originating in or threatening any Unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each Unit, if required by the Association, shall deposit under the control of the Association, a key, combination, or other means of entry as is applicable to such Unit.

13.6 Right of Entry for Maintenance of Common Elements. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration, replacement or repair to the common elements or any portion of a Unit to be maintained by the Association, or as necessary to prevent damage to the common elements or to a Unit, the owner of each Unit shall permit the duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that such entry shall be made only during reasonable hours.

13.7 Easement for Unintentional and Non-Negligent Encroachment. In the event that any Unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such Owner or Owners, then an easement appurtenant to such Unit shall exist; and, in the event that any portion of the common elements shall encroach upon any apartment Unit, then an easement shall exist for the continuance of such encroachment of the common elements into any Unit for so long as such encroachment shall naturally exist.

13.8 Air Space. For the use of the air space occupied by a condominium Unit as it exists at any particular time and as the Unit may lawfully be altered.

13.9 Easements for Encroachments. For encroachments by the perimeter walls, ceilings and floor surrounding each condominium Unit and for encroachments of any common element into a Unit.

13.10 Easement for Overhangs. For overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium Units or any of them.

13.11 Easement for Air Space of Common Elements. For the exclusive use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereof, situated in and/or on common elements of the condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

Article XIV. Association

In order to provide for the proficient and effective administration of this condominium by the owners of Units, a nonprofit corporation known as Albanese Commerce Center Condominium Association, Inc., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its Bylaws and the Rules and Regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B.

14.2 Bylaws. The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached hereto as Exhibit C.

14.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

14.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership. The record owners of all Units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recording among the public records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit.

14.8 Rights of Institutional Mortgagees Regarding Association Records and Meetings. Institutional Mortgagees shall have the right upon written request to examine the Associations books, records and financial statements, to receive notice of Association meetings and to attend such meetings, and to receive notice of any unpaid assessments on any Unit for which the mortgagee holds the mortgage.

Article XV. Insurance

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the Unit Owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee which may be the Association or its authorized agent. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability, interior premises liability and business losses. Unit Owners shall obtain plate glass coverage upon a Unit's plate glass insurance. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the Institutional Mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

15.2 Coverage

15.2.1 Casualty. All buildings and improvements upon the land, including Units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance (if obtainable).

15.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use, including but not limited to, vandalism and malicious mischief.

15.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

15.2.3 Workman's Compensation. As shall be required to meet the requirements of law.

15.2.4 Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors' liability insurance or other insurance that an Institutional Mortgagee

may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

15.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to the Association, as trustee, or such banking institution with trust powers as may be approved and designated trustee by the Board of Directors of the Association, herein referred to as the "Insurance Trustee." All insurance policies shall require written notification to each Institutional Mortgagee not less than thirty (30) days in advance of cancellation of any insurance policy insuring the condominium property.

The Association shall furnish copies of policies to Institutional Mortgagees upon request and shall furnish copies of Certificates of Renewal not less than ten (10) days prior to policy expiration.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

15.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are Units in each building, the shares of each Unit Owner being the same as his share in the common elements, as same are herein above stated.

15.4.2 Units. Proceeds on account of Units shall be held in the following undivided shares:

15.4.2.1 Partial Destruction. When the building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

15.4.2.2 Total Destruction. When the building is to be restored, for the owners of all Units in the building in proportion to their share of the common elements appurtenant to their Unit.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be

held in trust for the mortgagee and the Unit Owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages that it may hold against Units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and except as contained in Section 16.1.2.2. no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

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

15.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid of provisions made therefor.

15.5.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

15.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided 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 Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

15.5.4 Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the Unit Owners and their respective shares of distribution.

15.5.5 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

Article XVI. Reconstruction or Repair After Casualty

16.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

16.1.1 Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.1.2 Condominium Building.

16.1.2.1 Lesser Damage. If the damaged improvement is a part of the condominium building, and if Units to which less than seventy-five percent (75%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.1.2.2 Major Damage. If the damaged improvement is part of the condominium building and if Units to which more than seventy-five percent (75%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing not to reconstruct or repair and the mortgagee holding the note and mortgage from the Developer for the construction of the condominium, or the Institutional Mortgagee holding the greatest number of Unit mortgages if the construction loan has been satisfied, approves the owner's agreement not to reconstruct or repair, in which event the condominium will be terminated as elsewhere provided.

16.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.1.4 Right of Mortgagees. Notwithstanding anything to the contrary, if the decision not to reconstruct or repair is made and approved, no payment of any insurance proceeds shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

16.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

16.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

16.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

16.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

16.7.1 Association. If costs of reconstruction and repair which are the responsibility of the Association, are more than \$25,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against Unit Owners on account

of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

16.7.2.1 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner, shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly.

16.7.2.2 Association-Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.3 Association-Major Damage. If the amount of the estimated costs of reconstruction and repair which the responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

16.7.2.4 Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be

deposited by the Association with Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association with or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

Article XVII. Assessments

The making and collecting of assessments against Unit Owners for common expenses shall be the obligation of the Board of Directors pursuant to the bylaws and subject to the following provisions:

17.1 Share of the Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Articles VII and VIII, hereof. A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

17.2 Nonwaiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the Unit for which the assessment is made.

17.3 Interest, Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but

all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon and reasonable attorney's fees, as provided in the Florida Condominium Act as amended from time to time, against the owner of such condominium parcel.

Said lien shall be effective from and after the time of recording in the public records of Palm Beach County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect and secure unpaid assessments, interest, costs and attorney's fees, as provided in the Condominium Act. Such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the times of recording of the claim of lien.

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

17.6 Liability of Mortgagee, Lienor, or Judicial Sale Purchaser for Assessment. Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the Mortgagee of a first mortgage of record on a Unit, obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or when the Mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors, and assigns shall only be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former Unit Owner of such parcel to the extent of liability provided by the Florida Condominium Act; such acquirer of title, his successors and assigns, shall not otherwise be liable for such assessments that became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer of title,

whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure.

17.7 Unpaid Assessments/Certificates. Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to this condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

Article XVIII. Compliance and Default

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Bylaws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, invitees, employees or lessees.

18.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

18.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

Article XIX. Amendment of Declaration

Except as elsewhere provided otherwise and subject to the rights of the Developer to amend this Declaration as provided by Florida Statutes Chapter 718, and this Declaration, this Declaration of Condominium may be amended in the following manner:

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

19.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting

considering the amendment may express their approval in writing. Except as elsewhere provided, such approvals must be either by:

19.2.1 Not less than a majority of the votes of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

19.2.2 Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

19.2.3 No amendment may change the exterior configuration or size of any condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other Units approve the amendment. The acquisition of property by the Association, and material alterations or substantial additions to such property or the common elements by the Association in accordance with Section 718.111(7) or Section 718.113, Florida Statutes, shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

19.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

19.3.1 Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

19.3.2 Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of Unit Owners unless the affected Unit Owners consent in writing.

19.4 Proviso.

19.4.1 If it appears that this Declaration or any exhibits hereto contain any scrivener's error or omission such as, but not limited to, legal description error, surveyor's error or clerical error, (such error may be, among other things, the failure to designate an appropriate undivided share of the common expenses or ownership of common surplus or common elements such that the sum total distributed fails to equal one hundred percent (100%)), then such error or

omission, may be corrected by filing an appropriate amendment in the Public Records of Palm Beach County, Florida, by the Board of Administration or a majority of the Unit Owners. Such amendment need not be approved by, consented to, or joined in by the Unit Owners, Lienors, or mortgagees of Units. As part of any amendment correcting a legal description error, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (a) said individual made an error in the legal description; (b) the error is corrected by the description contained in the amendment; and (c) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

19.4.2 Except for the rights to amend this Declaration reserved unto the Developer, no amendment made subsequent to the Developer's relinquishment of control of the Association to Unit Owners other than the Developer may change the configuration or size of any condominium Unit in any material fashion, materially modify or alter the appurtenances to the Unit, or change the proportion or percentage by which the owner of the Unit shares the common expenses and owns the common surplus unless the record owner of the Unit and all record Institutional Mortgagees of the Unit as defined in paragraph 2.13 join in the execution of the amendment and unless all record owners of all other Units approve the amendment. The provisions of this subparagraph 19.4.2 shall not be applicable to amendments made prior to the Developer's relinquishment of control of the Association to Unit Owners other than the Developer; and

19.4.3 No amendment shall make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," unless all Institutional Mortgagees of record holding mortgages upon condominium parcels shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change that would in any way affect any of the rights, privileges, powers, and options of the Developer unless the Developer shall join in the execution of such amendment.

19.5 Execution and Recording. A copy of each amendment, other than amendments made by the Developer, shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Palm Beach County, Florida. An amendment by the Developer must be evidenced in writing but a certificate of the Association is not required.

19.6 Termination Amendments. The section concerning termination cannot be amended without consent of at least four-fifths of all Unit Owners and all record owners of mortgages upon condominium parcels.

19.7 Notwithstanding anything in the Declaration or the Articles or Bylaws of the Association to the contrary, this Declaration may be amended by a vote of not less than fifty percent (50%) of the members of the Board of Administration of the Association without approval or consent of the Unit Owners, Lienors, or mortgagees of Units, at any time and from time to time (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, but not limited to, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Units subject to this Declaration.

Article XX. Developer's Units and Privileges

20.1 Developer. The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual Units and appurtenances comprising this condominium. Therefore, the Developer, until all of the Units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell or otherwise transfer Units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain officers, use the common elements and show Units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

20.2 Expenses; Developer Guarantee. Upon the recording of this Declaration in the Public Records of Palm Beach County, Florida, and until Developer relinquishes control of the Association to Unit Owners other than the Developer, the Developer will be excused from the payment of its share of the common expenses in respect to Developer owned Units and the Developer guarantees that, during said period, the assessment for common expenses of the condominium imposed upon Unit Owners other than the Developer shall not increase over a stated dollar amount of \$1.9511 per square foot of each Unit per year which shall be apportioned and collected on a monthly basis, and during said guarantee period, the Developer shall be required to contribute only such sums to the common expenses of the condominium as incurred and required during that period and which have not been produced by assessment at the guaranteed level receivable from other Unit Owners, as may be required for the Association to maintain the condominium. In no event shall the Developer be required to contribute to the common expenses as to the Units owned by it in any amount exceeding the obligation for such Unit as specified and set forth in this Declaration and the exhibits attached

hereto. Commencing on the expiration of the period of a guaranteed level of assessments as aforesaid, the Developer shall contribute to the common expenses, as to the Units owned by it, in the same manner as all other Unit Owners.

20.3 Amendment. Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment without the consent of the Developer until the Developer has sold all of the Units and assigned all of the garage parking in Albanese Commerce Center, Inc., a condominium.

Article XXI. Termination

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

21.1 Destruction. In the event that it is determined in the manner elsewhere provided that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

21.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the Units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than eighty-five percent (85%) of the common elements, and of the record owners of all mortgages upon the Units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

21.2.1 Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase, signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the Units owned by the owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

21.2.2 Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and 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 arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration

Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

21.2.3 Payment. The purchase price shall be paid in cash.

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

21.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

21.4 Shares of Owners After Termination. After termination of the condominium, Unit Owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' Units prior to the termination.

21.5 Rights of Mortgagees. Notwithstanding anything to the contrary, if a termination of the condominium results in any funds or proceeds being payable to the Unit Owners, such as proceeds from a condemnation or insurance proceeds from casualty loss where the decision is made not to reconstruct or repair, then no such payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority.

21.6 Amendments. This section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon condominium parcels.

Article XXII. Rights Reserved Unto the Developer

In addition to all other rights reserved unto the Developer by Chapter 718, Florida Statutes, this Declaration and all exhibits hereto, the following rights are hereby reserved unto the Developer:

22.1 The Developer is entitled to control the Association by designation and selection of the members of the Board of Administration of the Association as provided in Article III of the Bylaws.

Whenever the Developer shall be entitled to designate and select any person to serve on any Board of Directors of the Association, the manner in which such person shall be

designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by Developer need not be a Unit Owner or resident of the Condominium.

Any representative of Developer and/or its successors in interest, serving on the Board of Directors of the Association, shall not be required to disqualify himself upon any vote upon any contract, lease or other agreement, wherein the Developer and/or its successors in interest may have a pecuniary or other interest. Similarly, Developer and/or its successors in interest as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of Association upon any contract, lease or other agreement wherein Developer and/or its successors in interest may have a pecuniary or other interest.

22.2 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

22.2.1 Assessment of the Developer as a Unit Owner for capital improvements.

22.2.2 Any action by the Association that would be detrimental to the sales of Units and/or assignment of garage parking or cabanas by the Developer; however an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

22.3 Easement Over and Upon Common Elements. An easement shall be reserved in favor of the Developer and any other companies, corporations, persons, or partnerships associated or related to them in the development of this condominium over and upon all Common Elements of the condominium, for the purposes of use, sales, garage and cabana assignment, ingress and egress of the Developer, its agents, guests, designees, successors and assigns. The purpose of this easement shall be for the non-exclusive right of the Developer and any other associates, persons, partnerships, firms or corporations, to use the Common Elements for the purposes of development and sales within this condominium.

22.4 Developer's Option to Increase or Decrease Condominium Unit Prices. Except for a Unit for which a final Purchase Agreement has been entered into by the Developer and a Purchaser, Developer reserves the right to increase or decrease the sales price of any Unit.

22.5 Right of Developer to Freely Sell, Purchase or Transfer by Gift any Units Owned by It. The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual Units and appurtenances comprising this condominium. The Developer retains the right to be the owner of all unsold Units. The Developer, until all of the

Units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein this Declaration to the contrary, with the unrestricted right to sell or otherwise transfer developer owned Units to any person approved by the Developer, no notice to and no approval by the Association being required. Said Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale or other transfer of Units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain officers, use the common elements and show Units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

22.6 Right to Complete Construction and Restrict Access to Construction Site. The Developer retains the right to complete construction of improvements and additions to the common elements in compliance with its plans and specification for this condominium. During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the condominium the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the Common Elements of the condominium to any of the occupants of the condominium, and to utilize various portions of the Common Elements of the condominium in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the condominium, or has not fully assigned the garage parking or cabanas, and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

22.7 Right to Change Unit Interior. Developer reserves the right to change the interior design and arrangement of any or all Units and combine contiguous Units so long as the alteration does not change the configuration or size of any condominium Unit in any material fashion or change the percentage of ownership and voting rights of the Unit Owners and the total number of Units, as long as Developer owns the Unit so changed and altered, provided such change shall be contained in an amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the Developer and need not be approved by the Association, its officers or directors, or by Unit Owners other than the Developer, whether or not elsewhere required for an amendment to this Declaration.

22.8 Developer Excused from Payment of Common Expenses. The Developer is excused from its share of the common expenses in respect to Units owned by the Developer as provided in Article 20 of this Declaration.

22.9 Right to Approval of Amendments. Notwithstanding any thing in this Declaration to the contrary, no provision of this Declaration granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way

which will impair or restrict those rights, powers, authorities, usages or dispensations without the written approval of the Developer so long as the Developer or any successor and/or assign shall own any Units.

22.10 Construction Lenders Rights to Succeed to Developer's Rights and Privileges.

All rights, benefits and privileges in favor of the Developer as set forth in this Declaration, the Articles and Bylaws of the Association or any of the other condominium documents, shall inure to the benefit of the holder of the construction mortgage encumbering the Condominium Property or a receiver or third party purchaser at a foreclosure sale or deed given in lieu of foreclosure, in the event it succeeds to the Developer's interest.

Article XXIII. Developer Disclaimer of Warranties

The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the condominium documents except as specifically set forth herein, or provided by law, and no person shall rely upon any warranty or representation not so specifically made herein or provided by law. Any estimates of common expenses, taxes or other charges are believed accurate, but no warranty or guaranty is made or intended, nor may one be relied on, except where the same is specifically warranted or guaranteed.

Article XXIV. Severability and Invalidity

The invalidity 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 of Condominium and the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions that shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, 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 those of the incorporators of the Association.

Article XXV. Interpretation

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same in Ch. 718, Florida Statute, as they exist at the time of the original recording of this Declaration in the Public Records of Palm Beach County, Florida, except as otherwise specifically stated herein this Declaration. The captions and numbering scheme for Articles, Sections, Paragraphs or other portions of this

Declaration appearing herein have been inserted for convenience and reference only. They shall not be deemed in any way to define, limit, or extend the scope of the articles, sections, paragraphs, or other portions to which they appertain.

Article XXVI. Eminent Domain or Condemnation Proceedings

In the event that eminent domain or condemnation proceedings are successfully litigated against the condominium the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as pertain to the common elements, and disbursed to Unit Owners and their Mortgagees as their interests appear of record, as follows: the proceeds shall be applied first to Institutional First Mortgagees, then to the Association for the unpaid assessments, third to Mortgagees other than Institutional First Mortgagees and lastly, to the Unit Owners.

In witness whereof, the Developer, SLH Development, Inc., a Florida corporation, has caused the execution of this Declaration of Condominium this 16th day of January, 2002.

Signed, sealed and delivered in
the presence of:

SLH DEVELOPMENT, INC., A
FLORIDA
CORPORATION

Tammy H. Moreno

Witness: [print name below]

Tammy H. Moreno

BY: [Signature] (SEAL)
STEPHEN ALBANESE, VICE PRESIDENT

Tammy H. Moreno

Witness: [print name below]

Tammy H. Moreno

ATTEST: [Signature]
DONNA SANDBERG, SECRETARY

(AFFIX CORPORATE SEAL)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 16 day of January, 2002, by Stephen Albanese and Donna Sandberg as Vice President and Secretary, respectively of SLH Development, Inc., a Florida corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Florida

My commission expires:



Noreen A. Garges
Commission # 00 857976
Expires July 26, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

JOINDER AND CONSENT OF MORTGAGEE

The undersigned, OHIO SAVINGS BANK, a Federal Savings Bank, the holder of that mortgage recorded at O.R. Book 11877, Page 1141, Public Records of Palm Beach County, Florida encumbering that property more particularly described as:

Lots 9 and 10, LESS the South 15 feet of Lots 9 and 10, Block 3, SOUTH CONGRESS INDUSTRIAL CENTER, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida recorded in Plat Book 33, pages 45, said lands situate, lying and being in Palm Beach County, Florida.

which upon recordation of the Declaration of Condominium to which this is attached shall be converted to condominium units in Albanese Commerce Center, A Condominium, hereby consents to and joins in the execution of the Declaration of Condominium for Albanese Commerce Center, A Condominium.

It is understood that the granting of this joinder and consent in no way alters or impairs the validity or priority of the undersign's lien upon or security interest in the above-described property.

DATED this ___ day of January, 2002

WITNESSES:

OHIO SAVINGS BANK, a Federal Savings Bank

[Signature]
John E. Miraglia
Arthur H. Haupt

By: *[Signature]*
 Steven S. Swartz
 Vice President

STATE OF OHIO
 COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 17TH day of JANUARY, 2002, by STEVEN S. SWARTZ, VP OF OHIO SAVINGS BANK.



Patricia A. Haupt
 Notary Public
 My Commission Expires:

PATRICIA A. HAUP, Notary Public
 State of Ohio
 My Commission Expires Nov. 1, 2006

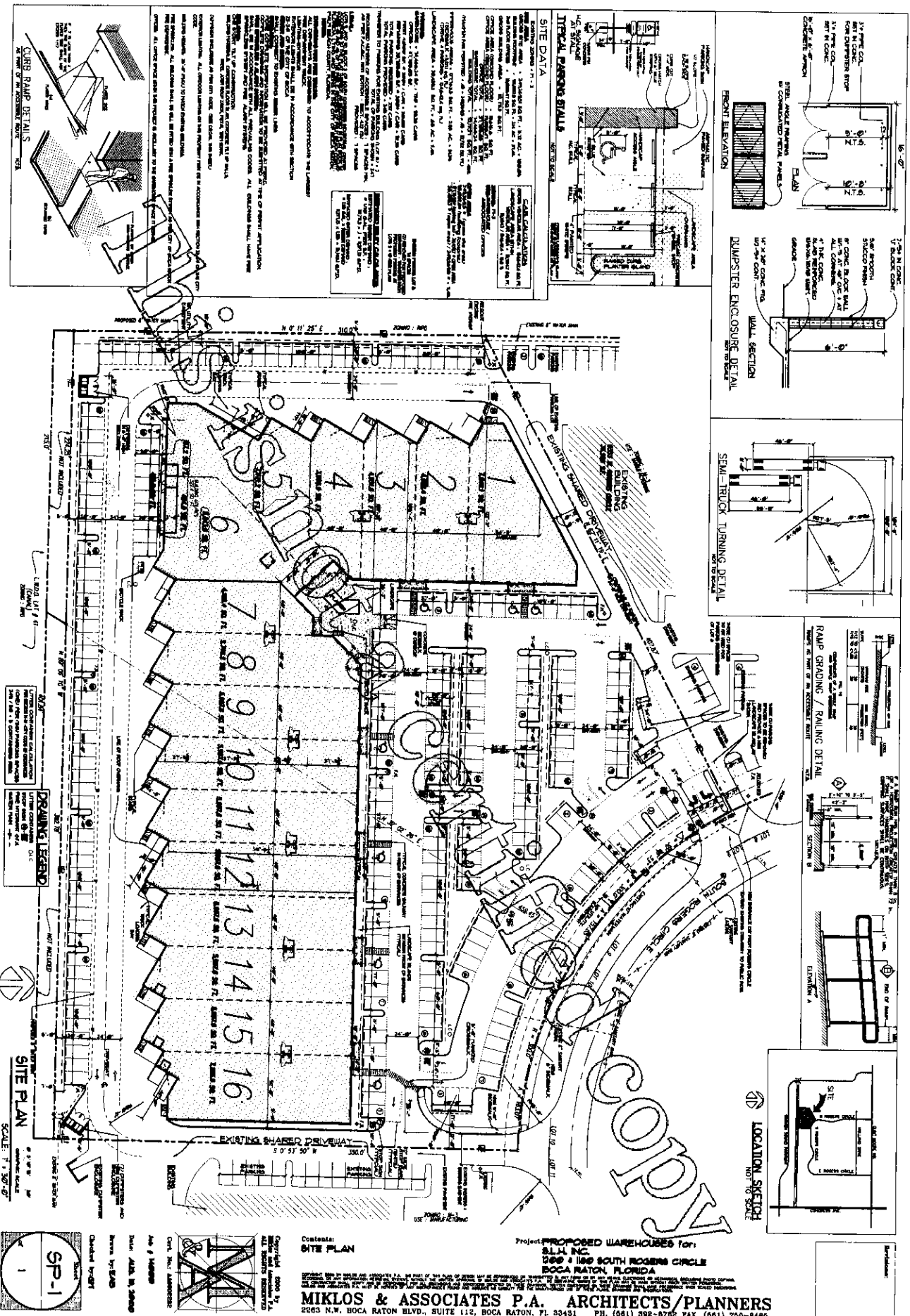
**ALL PLANS, DIMENSIONS, DRAWINGS AND INFORMATION SHOWN
WITHIN THIS COMPOSITE EXHIBIT A ARE PROPOSED AND
SUBJECT TO VARIATIONS WHICH MAY BE MATERIAL
OCCURRING DURING CONSTRUCTION. FINAL "AS-BUILT" PLANS
MAY CONTAIN VARIATIONS OCCURRING DURING THE
CONSTRUCTION PROCESS. ALL IMPROVEMENTS ARE PROPOSED
AND SUBJECT TO ALL APPLICABLE GOVERNMENT AND
REGULATORY PERMITTING AND APPROVAL,**

Composite Exhibit "A" to Declaration of Condominium

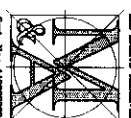
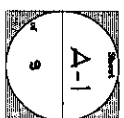
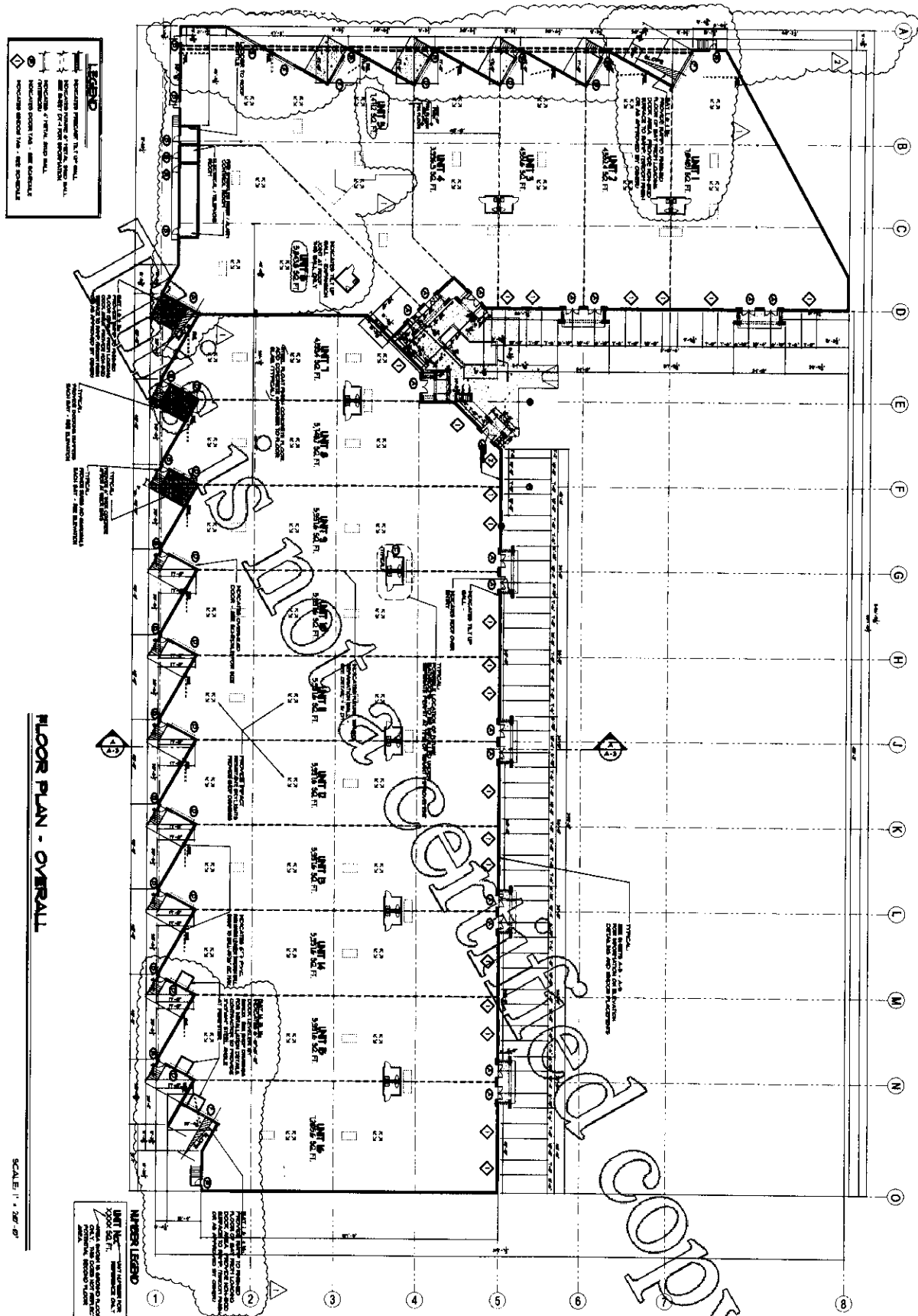
EXHIBIT A LAND - LEGAL DESCRIPTION

Lots 9 and 10, LESS the South 15 feet of Lots 9 and 10, Block 3, SOUTH CONGRESS INDUSTRIAL CENTER, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Page 45, said lands situate, lying and being in Palm Beach County, Florida.

THIS EXHIBIT IS SUBJECT TO QUALIFICATION SET FORTH ON COVER SHEET TO COMPOSITE EXHIBIT A



THIS EXHIBIT IS SUBJECT TO QUALIFICATION SET FORTH ON COVER SHEET TO COMPOSITE EXHIBIT A



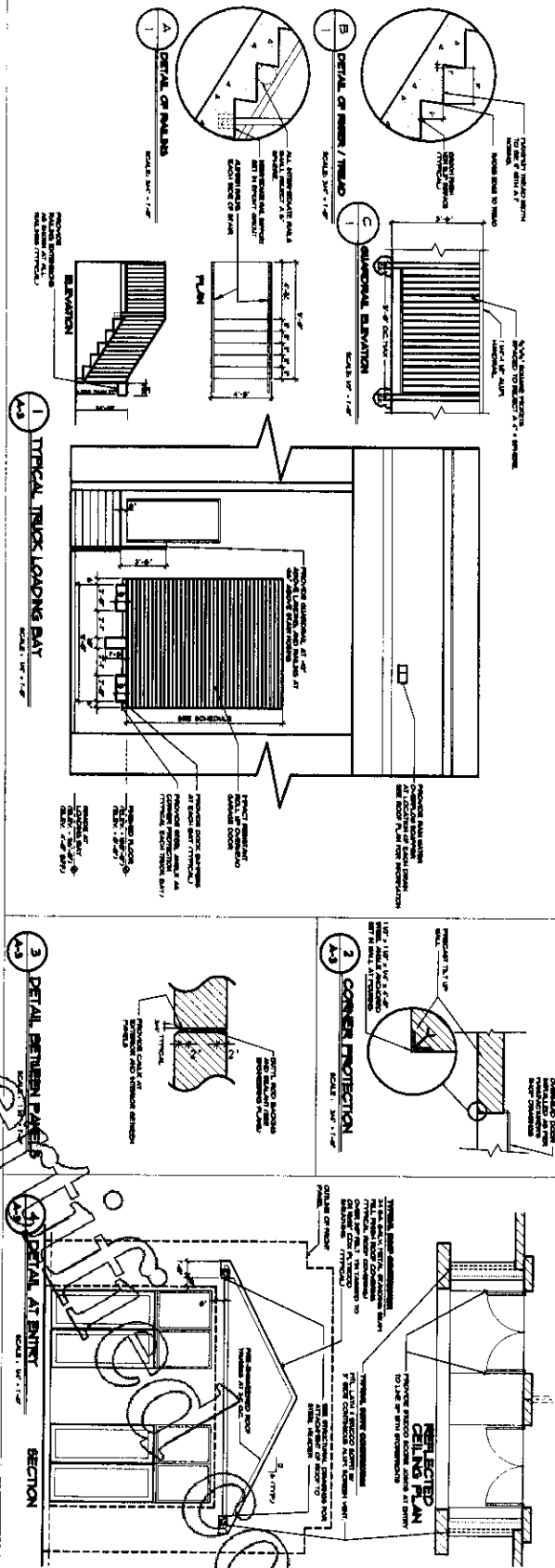
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FLOOR PLAN

Project: **PROPOSED WAREHOUSES for:**
S.L.H. INC.
100 & 100 SOUTH ROGERS CIRCLE
BOCA RATON, FLORIDA

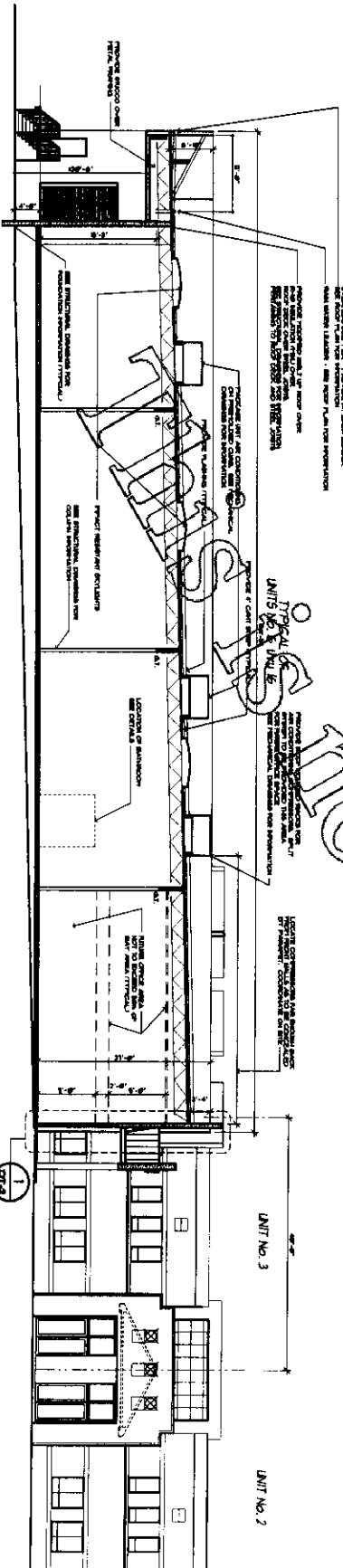
MIKLOS & ASSOCIATES P.A. ARCHITECTS/PLANNERS
2203 N.W. BOCA RATON BLVD., SUITE 112, BOCA RATON, FL 33431 PH. (561) 392-5762 FAX. (561) 760-8460

Deceased:
D. JIM SMITH
BORN 1914-10-14 FIVE CLIM
207 FIVE CLIM
BAPTIST CH. SHEL. CAL.

THIS EXHIBIT IS SUBJECT TO QUALIFICATION SET FORTH ON COVER SHEET TO COMPOSITE EXHIBIT A



BUILDING SECTION

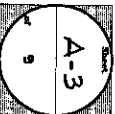


SCALE: 1/4" = 1'-0"

Contents:
BUILDING SECTION

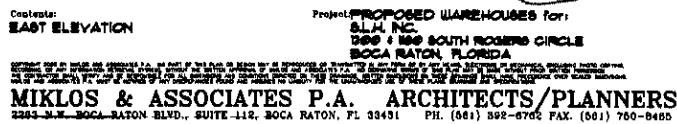
Project: **PROPOSED WAREHOUSE FOR
BLM, INC.
2800 S. 10th Avenue, Suite 100
BOCA RATON, FLORIDA**

MIKLOS & ASSOCIATES P.A. ARCHITECTS/PLANNERS
2285 N.W. BOCA RATON BLVD., SUITE 112, BOCA RATON, FL 33451 PH. (561) 392-0742 FAX (561) 750-8466

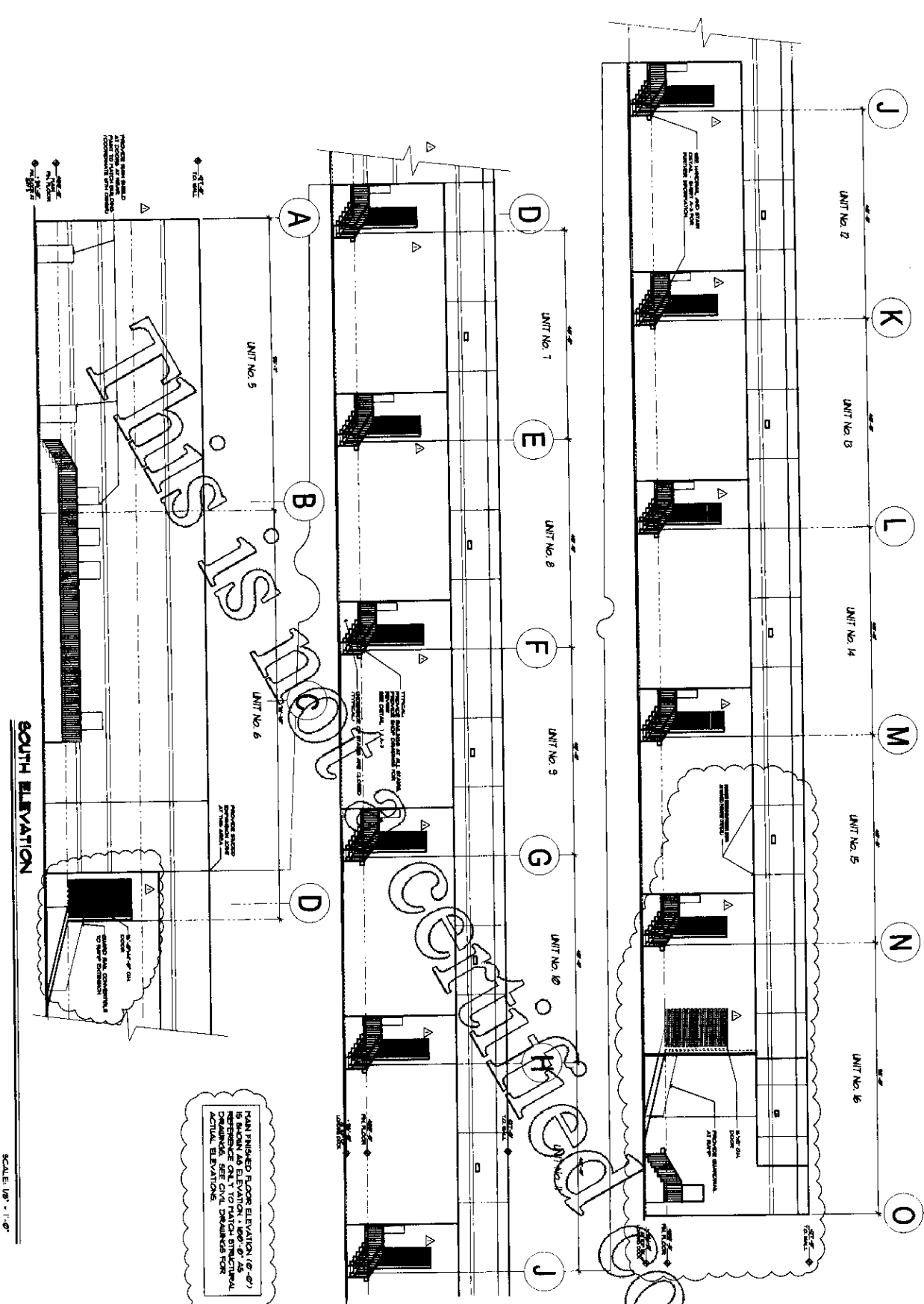




MIKLOS & ASSOCIATES P.A. ARCHITECTS/PLANNERS
2285 N.W. BOCA RATON BLVD., SUITE 112, BOCA RATON, FL 33431 PH. (561) 292-6702 FAX. (561) 750-8465



THIS EXHIBIT IS SUBJECT TO QUALIFICATION SET FORTH ON COVER SHEET TO COMPOSITE EXHIBIT A



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ALL RIGHTS RESERVED

Scale: 1/8" = 1'-0"

Author: A.M.S. 10.2000

Drawn by: E.M.S.

Checked by: J.M.T.

Sheet: A-7

9

**ARTICLES OF INCORPORATION
OF
ALBANESE COMMERCE CENTER CONDOMINIUM
ASSOCIATION, INC., A FLORIDA CORPORATION**

This is not a certified copy

EXHIBIT "B"

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ALBANESE COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on December 7, 2001, as shown by the records of this office.

The document number of this corporation is N01000008582.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of December, 2001

Katherine Harris
Katherine Harris
Secretary of State

FILED
01 DEC -7 PM 3:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Incorporation for

Albanese Commerce Center Condominium Association, Inc.,

a Florida corporation not for profit

Article I: Name/Principal Office

The name of the corporation is: **Albanese Commerce Center Condominium Association, Inc.** The street address of the initial principal office is 1200 S Rogers Circle, Boca Raton, Florida 33487.

Article II: Duration

This corporation shall exist perpetually commencing on the date of approval and acceptance of these Articles by the Secretary of the State of Florida, unless sooner dissolved according to law.

Article III: Purpose

This corporation is generally organized for any lawful purposes not for pecuniary profit for which corporations may be incorporated in this jurisdiction under the Florida Not-For-Profit Corporation Act. Specifically, this corporation is organized for the purpose of providing an entity under the Florida Condominium Act (the Act) for the operation of a condominium located in Palm Beach County, Florida, and known as **Albanese Commerce Center, a Condominium** (the Condominium), created pursuant to the Declaration of Condominium for **Albanese Commerce Center, a Condominium** (the Declaration). This corporation shall otherwise have all the general powers now or hereafter conferred by the laws of the State of Florida, including but not limited to those powers enumerated in Florida Statutes, Section 617.0302.

Article IV: Benefits

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its member, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article III hereof.

Article V: Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 1200 S Rogers Circle, Boca Raton, Florida 33487. The name of the initial registered agent of this corporation at that address is Donna Sandberg.

Article VI: Directors

There shall be a Board of Directors numbering not less than three (3) nor more than seven (7), who need not be members of the corporation. All Directors shall be elected in accordance with the Bylaws of the corporation. The Board of Directors is that group of persons vested with the business and affairs of the corporation. The names, capacity and addresses of the initial Board of Directors are:

Name	Capacity	Address
Leonard A. Albanese	Director/President	1200 S Rogers Circle Boca Raton, FL 33487
Stephen Albanese	Director/Vice President	1200 S Rogers Circle Boca Raton, FL 33487
Donna Sandberg	Director/Secretary/Treasurer	1200 S Rogers Circle Boca Raton, FL 33487

Article VII: Indemnification of Directors

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, (including attorney's fees), judgment, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit, or proceeding, including any appeal thereof, if he acted in good faith or in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful.

(b) The corporation shall also indemnify any director, officer, employee, or other agent who has been successful on the merits or otherwise, in defense of any action, suit, or other proceeding, or in defense of any claim, issue, or matter therein, against all expenses, including attorney's fees, actually and reasonably incurred by him in connection therewith, without the necessity of an independent determination that such director, officer, employee, or agent met any appropriate standard of conduct.

(c) The indemnification provided for herein shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

(d) In addition to the indemnification provided for herein, the corporation shall have power to make other or further indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by a majority of disinterested directors.

Article VIII: Officers

The affairs of the corporation are to be managed by a President, Vice-President, Secretary, Treasurer, and such other officers and committees as may be deemed necessary and proper by the Board of Directors. Such officers shall be appointed by the Board of Directors in accordance with the Bylaws of the corporation. Those officers that shall serve until the first election or appointment of officers are as stated in Article VI hereof.

Article IX: Membership

The qualification of members and the manner of their admission shall be as regulated by the Bylaws.

Article X: Incorporation

The name and address of the person signing these Articles of Incorporation is:

Donna Sandberg
1200 S. Rogers Circle
Boca Raton, FL 33487

In witness whereof, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned constituting the incorporator of this corporation, have executed these Articles of Incorporation this 6th day of December, 2001.

Donna M. Sandberg
Donna Sandberg,

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 6 day of Dec., 2001, by Donna Sandberg, who is: ☒ personally known to me, or ☐ who has produced _____ as identification.

[Notary Seal]



Tammy H. Clements
Commission # CG 866389
Expires Aug. 26, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Tammy H. Clements
Notary Public, State of Florida
My Commission Expires: 8-26-03

Acceptance

Having been named to accept service of process for the above named corporation, at the place designated in the Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 6th day of December, 2001.

Donna M. Sandberg
DONNA SANDBERG, REGISTERED AGENT

FILED
01 DEC -7 PM 3:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**BY-LAWS
OF
ALBANESE COMMERCE CENTER CONDOMINIUM
ASSOCIATION, INC., A FLORIDA CORPORATION**

This is not a certified copy

EXHIBIT "C"

Albanese Commerce Center, a Condominium

Bylaws of Albanese Commerce Center Condominium Association, Inc.

I. Identity

These are the Bylaws of **Albanese Commerce Center Condominium Association, Inc.**, a corporation not for profit under the laws of the State of Florida (the "Association"), organized for the purpose of operating that certain condominium located in Palm Beach County, Florida, and known as **Albanese Commerce Center**, a condominium, (the "Condominium").

1.1 Principal Office. The principal office of the Association shall be at 551 NW 77th Street Suite 101, Boca Raton, Florida 33487, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

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

1.4 Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws", the Articles of Incorporation of the Association as "Articles", and the Declaration of Condominium for the Condominium as the "Declaration". The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in Florida Statute, Chapter 718, The Condominium Act (the "Act"), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

II. Meetings of Members and Voting

2.1 Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last

annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meeting. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association and must be called by the President or Secretary on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice for it. The provisions of this section, as applicable, shall be modified by the provisions of Florida Statute. 718.112(2)(e), concerning budget meetings; Florida Statute. 718.112(2)(k), concerning recall; Florida Statute. 718.112(2)(f), concerning budget reserves; and Florida Statute. 718.301(1) and (2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed to each Unit Owner at least fourteen (14) days and not more than sixty (60) days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days before the annual meeting. An officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than ten or more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Unit Owner at the address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The budget may be adopted by the Board of Directors. The Board of Directors shall mail a notice and a copy of the proposed annual budget to the Unit Owners not less than fourteen(14) days before the meeting at which the Board will consider the budget.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of

assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interest to the Board, shall call a special meeting of the Unit Owners within thirty(30) days, on not less than ten days' written notice to each Unit Owner.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than ten (10) days nor more than sixty (60) days from the date the notice of the meeting is given. Directors selected by the Developer shall not be subject to recall by Unit Owners other than the Developer.

2.8 Notice of Meeting to Elect Non-Developer Directors. Notice of a meeting to elect a Director or Directors from Unit Owners other than the Developer shall be given in accordance with Florida Statute 718.301(2). The meeting may be called and notice given by any Unit Owner if the Association fails to do so.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

2.10 Voting.

A. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

B. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Members. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person, or a corporation, partnership or other artificial entity, then the voting interest of that Unit shall be exercised only by such natural person as shall be named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association among its official records. If a unit is owned solely by one natural person, then the owner of such unit may execute a voting

certificate and thereby designate a natural person to exercise the voting rights of such unit. All voting certificates shall be effective until a new voting certificate or written notice of cancellation of a voting certificate signed by the Unit Owner is delivered to the Association secretary.

2.12 Proxies; Powers of Attorney. Voting interest may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney if filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting such authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If no such provision is made, substitution is not authorized.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because of a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that in the cases where meetings have been called to consider the enactment of a budget to replace a proposed budget which exceeds 115% of the assessments for the preceding year, or to determine to provide no reserves or reserves less adequate than required, they may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget, or the reserves as the case may be, shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium Property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit Owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that

notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection by any Association member with the authorized representative of such member, and Board Members at all reasonable times. The minutes shall be retained by the Association for a period of not less than seven (7) years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 Order of Business. The order of business at Annual meetings of members and as far as practical at other meetings, shall be:

- (a) Call to order
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside
- (c) Calling of the roll, certifying of proxies, determination of a quorum
- (d) Proof of Notice of meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
- (g) Reports of committees
- (h) Appointment of inspectors of election
- (i) Determination of number of Directors
- (j) Election of Directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

A. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.

B. Merger of two or more independent condominiums of a single complex to form a single condominium.

C. Purchase of land or recreation lease.

D. Cancellation of grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance or management of the Condominium Association or property serving the Unit Owners.

E. Exercise of Option to purchase recreational or other commonly used facilities lease.

F. Providing No Reserves, or less than adequate reserves.

G. Recall of members of Board of Directors.

H. Other matters contained in the Declaration, the Articles or these Bylaws that specifically require a vote of the members.

III. Directors

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. The Developer may from time to time remove Director(s) selected by the Developer without cause and re-select replacement Director(s). Such selection, removal and re-selection may be done by the Developer without notice or meeting and without Association or Unit Owner approval by the Developer causing to be placed in the records of the Association a written notice of selection of Directors signed by an officer of the Developer. Directors selected by the Developer shall serve until removed by the Developer. Developer shall remove a Director or Directors of Developer's choice upon election of a Director

or Directors by Unit Owners other than Developer as provided herein. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Unit Owners may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners; officers of a corporate Unit Owner; or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be Unit Owner.

3.2 Election of Directors. Directors, except those selected by the Developer, shall be elected at the annual meeting of the members by a plurality of the voting interests. Each member shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than sixty (60) days before the annual meeting of the members, a nominating committee of five members may be appointed by the Board of Directors and the committee may nominate one person for each directorship to be filled. Nominations for additional directorships created at the meeting may be made from the floor. Other nominations also may be made from the floor.

3.3 Term. Except for Directors selected by the Developer, each Director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members, however, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except as to Directors selected by the Developer and except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interest. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one Director is subject to recall, there shall be a separate vote on the question to remove each Director. Reference should be made to the specific provisions of the Act contained in Section 718.112, in the case of recall by an agreement in writing or a disputed recall.

3.6 Disqualification and Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any board member elected by the Unit Owners who is absent from more than three consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board of Directors automatically, effective when accepted by the Board. Any Board member more than thirty(30) days delinquent in the payment of an assessment shall be deemed to have resigned from the Board, effective when the resignation is accepted by the Board of Directors.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice, except notice to Unit Owners required by Florida Statute. 718.112(2)(c).

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or telegraph, at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice President and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given to each Director personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice except as may be required by Florida Statute 718.112(2)(c) and applicable provisions of the Florida Administrative Code.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.

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

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend and observe. No Unit Owner, however, shall be entitled to participate in the meeting unless specifically invited to do so by the Board. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and in the absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of such member and board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of

the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (a) determine the common expenses required for the operation of the Condominium; (b) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (c) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (d) purchase, lease or otherwise acquire Units in the Condominium in the name of the Association; (e) approve any actions or proposals required by the Act, the Declaration, the Articles or these Bylaws to be approved by Unit Owners; or (f) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business.

- A. Calling of Roll
- B. Proof of Notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes
- D. Reports of officers and committees
- E. Election of Directors
- F. Unfinished business
- G. New business
- H. Adjournment

3.23 Election of Directors by Unit Owners Other Than the Developer.

A. One-Third. When Unit Owners other than the Developer own 15% or more of the Units in any one Condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one-third of the members of the Board of Directors.

B. Majority. When Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors at the earliest of:

(i) three years after 50% of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or

(ii) three months after 90% of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or

(iii) when all the Units that ultimately will be operated by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(v) Seven years after recordation of the Declaration of Condominium.

C. Developer Member. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units that ultimately will be operated by the Association, if that number shall be fewer than 500 Units, and 2% if that number shall be more than 500 Units.

D. Election. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days notice of a meeting of the Unit Owners to elect the member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

E. Relinquishment of Control. Either before or not more than sixty (60) days after the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or as set forth in the Act, not more than ninety (90) days thereafter, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act.

F. Early Transfer. Nothing contained in this 3.23 shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this Section.

3.24 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. Powers and Duties of the Board of Directors

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval by Unit Owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management and Operation of the Condominium Property. The Association has the power and the right to repair, replace, lease and maintain elements and any property owned by the Association. Further, the Association shall have the exclusive right to manage and operate the Condominium Property.

4.2 Contract, Sue or be Sued. After control of the Association is obtained by Unit Owners other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the Unit Owners have elected a majority of the members of the Board of Directors.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments. The Association shall have the exclusive right to make and collect assessments in accordance with and in a manner that complies with the Declaration, the Act, and the provisions of these Bylaws.

4.5 Lease, Maintain, Repair, and Replace the Common Elements. The Association shall have the exclusive right to lease, maintain, repair and replace the common elements as needed and to exercise all rights and powers granted to it for such purposes under the Act, the Declaration and these Bylaws.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Purchase Land or Lease. Any land or lease may be purchased by the Association on the approval of two thirds (2/3) of the voting interests of the Association.

4.10 Acquire Use Interest in Additional Facilities. The Association may enter into agreements, acquire leaseholds, memberships and other possessory or use interest in lands or facilities, whether contiguous to the Condominium Property or not if (a) they are intended to provide enjoyment or other use or benefit to the Unit Owners and (b) if they exist or are created at the time the Declaration was recorded, they are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, where applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property and the Condominium Property.

4.16 Furnish Annual Financial Reports to Members. The Association shall furnish annual reports to its Members as required by the Act and applicable regulations set forth in the Florida Administrative Code (if any).

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other moneys owed to the Association with respect to the Condominium parcel.

4.19 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$50 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale or other transfer of a Unit in the Condominium. This fee may be increased by a majority vote of the Board.

4.20 Contract for Operation, Maintenance, and Management of the Condominium. The Association shall have the power enter into contracts to hire third party agents to operate, maintain and manage the Condominium provided said written contracts comply with applicable provisions of the Act and any applicable regulations set forth in the Florida Administrative Code.

4.21 Pay Taxes or Assessments Against the Common Elements or Association Property. The Association shall pay taxes or assessments that are levied or are due against the Common Elements or Association Property.

4.22 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners. Any utilities that are rendered to the Condominium and Association Property that are not billed directly to individual Unit

Owners shall be paid by the Association subject, however, to the Association's right to levy assessments for such payments which assessments may be levied on a non-uniform basis and levied in a manner which enables the Association to assess and collect from the specific Unit Owner utilizing said utilities.

4.23 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium Property and may retain those professional services that are required for those purposes.

4.24 Impose Fines. The Board of Directors may impose fines on Unit Owners in such reasonable sums as they may deem appropriate, not to exceed \$100 per violation, or \$100 per day for a continuing violation not to exceed \$1,000 in the aggregate, for violations of the Declaration, these Bylaws or lawfully adopted rules and regulations, by Owners or their guests or tenants. See 7.9.

4.25 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owners as long as he is delinquent in the payment of assessments for Common Expenses.

4.26 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements, such as parking lot areas for private gatherings or promotional purposes. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner. In addition to imposing reasonable charges as provided for above, the Association may also condition such authorization upon receipt of additional insurance coverage and other reasonable conditions.

4.27 Repair or Reconstruct Improvements After Casualties.

4.28 Lien for Labor and Materials Furnished to the Common Elements. Labor performed on or materials furnished to the Common Elements, if authorized by the Board of Directors, may be the basis for the filing of a lien against all Condominium parcels in the proportions for which the Owners are liable for Common Expenses.

4.29 Unless expressly prohibited by the Act, any action required or permitted to be taken at a Board of Directors' meeting or committee meeting may be taken without a meeting if the action is taken by all members of the board or of the committee. The action must be evidenced by one or more written consents describing the action taken and signed by each Director or committee member. Action taken under this paragraph is effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this paragraph has the effect of a meeting vote and may be described as such in any document.

V. Officers

5.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. The Board of Directors from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed the Directors.

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

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

VI. Fiscal Management

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association for each fiscal year at a special meeting of the Board called for that purpose.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- A. Administration of the Association
- B. Management fees
- C. Maintenance
- D. Rent for recreational and other commonly used facilities
- E. Taxes on Association Property
- F. Taxes on leased areas
- G. Insurance
- H. Security provisions
- I. Other expenses
- J. Operating capital

K. Reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than Ten Thousand Dollars (\$10,000.00), including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting to the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by Florida Statute, 718.112(2)(f). If a meeting of the Unit

Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. The Developer may vote to waive the reserves for the first two years of the operation of the Association.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than fourteen (14) days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Member Re-election of Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests shall call a special meeting of the Unit Owner within thirty (30) days. The special meeting shall be called on not less than ten (10) days written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget by not less than a majority of all voting interests. If at the special meeting a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium Property, nonrecurring expenses and assessments for betterment to the Condominium Property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests other than those held by the Developer.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The records shall include, but are not limited to:

- A. Accurate, itemized, and detailed records of all receipts and expenditures.

B. A current account and a monthly, bi-monthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

C. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

D. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

6.9 Fidelity Bonding. If the Unit Owners by a two third (2/3) vote or greater shall so require, each officer and Director of the Association who controls or disburses its funds shall be bonded by a fidelity bond in the principal sum of not less than \$10,000. The cost of bonding shall be at the expense of the Association.

6.10 Annual Election of Income Reporting Method. The Board of Directors shall make a determination annually, based on competent advice, as to how it shall cause the Association's income to be reported to the Internal Revenue Service, according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

VII. Assessments and Collection

7.1 Assessments Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for Common

Expenses, as determined by the Board of Directors, shall be set forth in written notice of such assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within such time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in their circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. Upon completion of such specific purpose or purposes, however, any excess funds shall be considered Common Surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than Common Expenses shall be payable in advance and the billing and collections thereof may be administered by the Association. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium Property or recreation area, maintenance services furnished at the expense of a member. The provisions of 7.7 shall not apply to the charges described herein.

7.4 Liability for Assessments. Each Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Unit Owner. The Unit Owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the transfer of title. A first mortgagee or other purchaser of a Condominium Unit who obtains title to the Condominium parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or who obtains title as a result of a deed given in lieu of foreclosure, together with his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to the Condominium parcel or chargeable to the former Unit Owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded before the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all the Unit Owners, including such acquirer and his successors and assigns. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

7.5 Assessments Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within ten days after the date they become due, shall bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Condominium parcel is located. No such lien shall continue for a period longer than one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs, and attorneys' fees which are due and which may accrue after the recording of the claim of lien and before the entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine pursuant to 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. The notice shall include:

- A. a statement of the date, time and place of the hearing;
- B. a statement of the provisions of the Declaration, these Bylaws and lawfully adopted rules and regulations which have allegedly been violated; and
- C. a short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The affected Unit Owner, whether the offending party or not, shall always be given notice of the

hearing. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

VIII. Association Contracts, Generally

8.1 Fair and Reasonable Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause that does not comply with the Act and applicable regulations of the Florida Administrative Code (if any).

8.3 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- A. Specification of the services, obligations, and responsibilities of the service provider.
- B. Specification of costs for services performed.
- C. An indication of frequency of performance of services.
- D. Specification of minimum number of personnel to provide the services contracted for.
- E. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. Association Official Records

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

A. A copy of the plans, permits, warranties and other items provided by the Developer pursuant to Florida Statute. 718.301(4) of the Act.

B. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.

C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.

D. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.

E. A copy of the current rules of the Association.

F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors and of Unit Owners, which minutes shall be retained for a period of not less than seven(7) years.

G. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.

H. All current insurance policies of the Association and Condominiums operated by the Association.

I. A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

J. Bills of sale or transfer for all property owned by the Association.

K. The accounting records required in 6-7

L. Voting proxies, which shall be maintained for a period of one year from the date of the meeting for which the proxy was given.

M. All rental records where the Association is acting as agent for the rental of Condominium Units.

The official records of the Association shall be maintained in the county in which the Condominium is located and shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. Failure to permit inspection of the Association records entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection.

X. Obligations of Owners

10.1 Violations Notice Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violations as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- A. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.
- B. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.
- C. File an action for both damages and injunctive relief.

The foregoing action may be taken in addition to the Association's right to impose fines under 4.24 of these Bylaws.

10.2 Attorneys' Fees. In any action brought pursuant to the provisions of 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

XI. Arbitration of Internal Disputes

Section 718.1255, Florida Statutes, is hereby incorporated herein by reference and shall constitute these by-law's provisions for mandatory nonbinding arbitration in accordance with Section 718.112(1), Florida Statutes.

XII. Liability Survives Membership Termination

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

XIII. Limitations on Unit Owner Liability for Use of Common Elements

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his Unit.

XIV. Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

XV. Rules and Regulations

15.1 Board May Adopt. The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the Common Elements, Association Property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to any existing rules and regulations, shall be furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until thirty (30) days after distribution to each Unit Owner, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on adoption.

XVI. Restrictions on and Requirements for Use, Maintenance, and Appearance of the Units

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to such restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed elsewhere in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate a fundamental constitutional right.

XVII. Bylaws Deemed Amended

These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

XVIII. 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 Act

- B. The Declaration
- C. The Articles
- D. These Bylaws
- E. The rules and regulations

XIX. Indemnification

Every officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Director of the Association, whether or not he is an officer or Director at the time the expenses are incurred. The officer or Director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

XX. Defective Condominium Documents, Curative Provisions

Pursuant to Florida Statute, 718.119(10) of the Act, the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium Property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of law or not.

XXI. Amendments

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

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

21.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third (1/3) of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two-thirds (2/3) of the voting interests of the Association.

21.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of Units without their consent.

21.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

21.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "Substantial Rewording of Bylaw. See Bylaw Number [insert] for Present Text."

XXII. Construction

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