

**DECLARATION OF CONDOMINIUM
OF
BOYNTON OASIS, A CONDOMINIUM**

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EXHIBITS

"A"	Legal Description
"B"	Survey, Plot Plan, and Graphic
"C"	Description of Improvements
"D"	Articles of Incorporation
	Bylaws

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DECLARATION OF CONDOMINIUM
of
BOYNTON OASIS, A CONDOMINIUM

PARK LAKE BUILDERS, L.C., a Florida limited liability company, with offices at 832 South Military Trail, Deerfield Beach, Florida 33442 (hereinafter called the "Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto (the "Property"), for itself, its successors, grantees and assigns, hereby submits the Property, as well as all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to condominium ownership, pursuant to Chapter 718, Florida Statutes, as in effect on the date of recordation hereof (hereinafter called the "Condominium Act"), excluding therefrom, however, all public utility installations, cable television lines and equipment, if any, owned by the Developer, and other personal property or equipment, if any, not owned by the Developer, or excluded by virtue of the terms of this Declaration.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all "Unit Owners" (as hereinafter defined). In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, including without limitation, the "Articles of Incorporation" and "Bylaws" of the "Association" (as each is hereinafter defined). Both the benefits provided and the burdens imposed shall run with each "Unit" and the interests in "Common Elements" (as each is hereinafter defined).

Article 1
DEFINITIONS

As used in this Declaration, in the Articles of Incorporation and in the Bylaws attached hereto, and in all amendments thereto, unless the context requires otherwise:

1.01 "Articles" means the Articles of Incorporation of the Association which have been filed in the office of the Department of State of Florida, a copy of which is attached hereto as Exhibit "C," as such Articles may be amended from time to time.

1.02 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner, which shall include "Special Assessments" (as defined in Section 13.09 hereof) unless stated to the contrary.

1.03 "Association" or "Corporation" means Boynton Oasis Condominium Association, Inc., a Florida corporation not for profit, responsible for the operation of the Condominium.

1.04 "Board of Directors" or "Board" means the board of directors, or other representative body responsible for the administration of the Association.

1.05 "Bylaws" means the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "D," as such Bylaws may be amended from time to time.

1.06 "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include Limited Common Elements, unless indicated otherwise in this Declaration, and shall include all of the items described in Article 4 hereof.

1.07 "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association of this Declaration to be Common Expenses, and any other valid expenses or debts of the Condominium as a whole or the Association which are assessed against the Unit Owners.

1.08 "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

1.09 "Condominium", "the Condominium", or "this Condominium" means **Boynton Oasis, a Condominium**.

1.10 "Condominium Buildings" means each and all of the structures which comprise that part of the Condominium Property within which the Units are located.

1.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

1.12 "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and other rights appurtenant thereto intended for use in connection with the Condominium.

1.13 "Condominium Unit" See "Unit."

1.14 "County" means and refers to Palm Beach County, Florida.

1.15 "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

1.16 "Developer" means **Park Lake Builders, L.C., a Florida limited liability company**, and its successors and assigns.

1.17 "Improvement" shall mean and refer to all structures or other improvements, including all artificially created conditions and appurtenances thereto of every type and kind located within the Condominium. This shall include, without limitation, all buildings, structures, fixtures, walkways, sprinkler pipes and other apparatus, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, antennas or satellite dishes, signs, and exterior air-conditioning, and water softener fixtures or equipment, if any.

1.18 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

1.19 "Management Company" means the person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations or functions of the Association.

1.20 "Members" means those "Persons" (as hereinafter defined) who are entitled to membership in the Association, as described in Article 5 hereof.

1.21 "Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Unit which was made in favor of Developer, a bank, mortgage company, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender.

1.22 "Mortgagee" means the Developer or a generally recognized and duly authorized institutional lender such as a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, or agency of the United States Government, which owns or holds a first mortgage encumbering a Condominium Parcel. "Mortgagee" also includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or other well-recognized secondary mortgage investors.

1.23 "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

1.24 "Person" shall mean and refer to any of an individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with the legal right to hold title to real property.

1.25 "Rules" shall mean and refer to the rules and regulations which are duly adopted by the Association from time to time.

1.26 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to private ownership as designated in this Declaration, which shall consist of land and/or improvements.

1.27 "Unit Owner" or "Owner" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of the County, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.28 "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the Bylaws shall include, but not be limited to, electric power, hot and cold water, trash and sewage disposal, cable television, and telephone.

Article 2
THE CONDOMINIUM

2.01 Condominium Name

The name of this Condominium is **BOYNTON OASIS, A CONDOMINIUM.**

2.02 Condominium Parcels

The Condominium shall contain seventy-eight (78) Condominium parcels, as more particularly described on Exhibit "B" (attached hereto).

A. There shall pass with each Unit as appurtenances thereto:

1. An undivided share in the Common Elements.
2. An exclusive perpetual easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
3. An undivided share in the Common Surplus.
4. Membership of the Unit Owner in the Association.
5. The use of such parking space or spaces as may be assigned for the Unit Owner's exclusive use, as further described in Section 21.13 hereof.

B. Each Unit Owner is entitled to the exclusive possession of his Unit and entitled to the use of the Common Elements, each subject to the provisions of this Declaration, and the purposes for which they are intended; provided, however, no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

C. Each Unit is identified by a specific numeric unit designation, as set forth in Exhibit "B" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls, doors and windows of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the underside portion of the roof sheathing of each such unit, including any attic area. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding such Unit, nor shall the Unit Owner own pipes, wires, conduits or other utility lines running through his or her Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within such Owner's Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

D. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of all components for certain services or facilities which services his or her Unit, including, without limitation, the heating, ventilation and air conditioning system, hot water heater, and all appliances.

E. Subject to and except as provided by the provisions of Article 16 and Section 21.12 of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with the Rules of the Association.

Article 3
USE RESTRICTIONS

3.01 Restrictions

The Condominium Property shall be held, used and enjoyed subject to all of the terms, provisions, conditions, limitations and restrictions set forth in this Declaration, including, without limitation, all of this Article 3 (the "Use Restrictions"); provided, however, each of the Restrictions listed in this Article 3 or elsewhere in this Declaration may be further amplified and/or limited by the Rules promulgated by the Board from time to time. Each of the Use Restrictions stated hereinafter may be regulated, enforced, or waived by the Association, through its Board or its designees. Each use of the Board in this Article 3 shall include its designees, unless specifically prohibited in this Declaration or under Florida law. None of the Use Restrictions contained in this Article 3, nor any of the Rules promulgated by the Board from time to time applicable to this Article 3, shall apply to Developer, or any property owned by Developer, except Developer shall be subject to Paragraphs D and E below; provided, further, that Developer's rights contained within Paragraph M hereof shall be paramount to the restrictions contained in Paragraph D below.

A. **Improvements and Other Improvements.** No structures or Improvements of any kind, including, but not limited to, any building, wall, fence, sign, mailbox, landscaping, planting, swimming pool, tennis court, basketball basket, screen enclosure, driveway, sidewalk, sewer, drain, water area, or outside lighting, shall be erected, placed, planted or maintained on any portion of the Condominium Property, including any of the Common Elements.

B. **Parking.** Parking shall be permitted only at such locations specifically designated by Developer or the Board, or as otherwise permitted in accordance with Section 21.13 hereof and the Rules, as amended from time to time.

C. **Signs.** No sign, advertisement, notice, or other lettering (except Unit addresses and Owners' names in front of Units) shall be displayed on any portion of the Condominium Property unless the placement, content, form, size, lighting and time of placement of such sign be first approved by the Board. No "sales" or "rental" signs may be displayed at any time by any Unit Owner, except for notices posted within an area designated by the Board. No flashing signs or flags shall be permitted.

D. **Automobiles, Commercial Vehicles and Boats.** Except as provided below, no commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, boat, or similar vehicle (hereinafter collectively referred to as the "Prohibited Vehicles") may be kept overnight within the Condominium unless totally enclosed in a garage and not visible from the outside. Prohibited Vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of some reference to any commercial undertaking or enterprise or (iii) containing tool racks, saddle racks, or other elements or attributes of a commercial or business activity. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by clear and convincing evidence to the contrary. No vehicles shall be repaired within the Condominium, except on an emergency basis. No vehicle shall be left within the Condominium for

more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. Except as provided below, no boat or watercraft shall be stored overnight within the Condominium, unless totally enclosed in a garage and not visible from the outside. The Association may, but shall not be obligated to, designate certain portions of the Common Elements, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats and campers, pursuant to Section 21.13 hereof. Any such area designated may, in the sole and absolute discretion of the Association, be terminated for such use without cause. The Association shall have the authority to formulate appropriate Rules concerning the use of any such parking areas, including reasonable charges therefor.

E. **Pets and Animals.** Pets belonging to Owners or those occupying Units through the authority of Owners, will be allowed to reside within any portion of the Condominium, subject to the following further restrictions: (i) only common household pets may be kept in a Unit; (ii) no pet shall be permitted outside a Unit except on a leash and at all times under the control of its Owner; (iii) no other animals, livestock or poultry of any kind shall be kept on any portion of the Condominium Property; (iv) no pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (v) no pets shall be allowed to constitute a nuisance; (vi) each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle; (vii) no Unit shall be occupied at any time by more than two (2) pets; and (viii) the Board shall have the right to promulgate Rules further restricting the keeping of pets.

F. **Nuisances.** No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor any noxious odors permitted within or about, nor may anything be done within any portion of the Condominium, which can be reasonably construed by the Board to constitute a nuisance, public or private in nature. No Owner shall make himself or permit his family, agents, visitors, tenants, or invitees to make any disturbing noises, including, without limitation, any unreasonable playing of musical instruments, television, radio, or stereo, within the Owner's Unit, in such a manner as to disturb or annoy other Owners. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Condominium shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board prior to commencing any such ultra-hazardous activity.

G. **Mailboxes.** No Owner shall alter or replace the mailbox serving his or her Unit without the prior written consent of the Board. Developer may construct cluster mailbox areas, which shall contain multiple mailboxes serving more than one Unit.

H. **Removal of Sod and Shrubbbery.** No sod, topsoil, muck, trees or shrubbbery shall be removed from any portion of the Condominium, including all of the Common Elements, without the prior written consent of the Board.

I. **Garbage and Trash Containers.** All garbage, trash containers and the like shall be placed in Board approved receptacles or in such manner as not to be visible from streets. If available, the Association shall employ the services of a company or franchisee, either privately owned or selected by the County, for the removal of all refuse, provided the cost and frequency for such services is reasonably similar to other private companies in the area.

J. **Areas Outside Units.** No trash or garbage cans, supplies, milk bottles, or other articles not designed and intended as outdoor amenities shall be placed or stored on patios. Nothing shall be placed on the exterior of walls, doors, patios, windows or roof, unless approved in writing by the Board. The Common Elements and Limited Common Elements shall be kept free

and clear of rubbish, debris, and other unsightly material. All newspapers delivered to a Unit shall be brought inside each Unit daily and shall not be permitted to accumulate.

K. **Agents of Association.** No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such employee or agent of the Association is an officer or director of the Association acting outside of the scope of such party's authority.

L. **Emergencies.** In case of any catastrophe or other emergency originating in or threatening any Unit, the Board or any individual authorized by it, shall have the immediate right, but not the obligation, to enter any Unit for the purpose of remedying or abating the cause of such catastrophe or emergency, at the Board's discretion, notwithstanding that the Owner of such Unit is present at the time of such catastrophe or emergency.

M. **No Interference With Construction.** Neither the Association nor any Owner shall interfere with or impede any of Developer's development, construction and marketing activities within the Condominium, so long as Developer, its agents, contractors, licensees, or invitees, or the successors or assigns of any of the foregoing, shall be performing same.

N. **Business Use.** Units shall be used for residential purposes only. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior portions of the Unit; (ii) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Condominium Property; (iii) the business activity does not involve persons coming onto the Condominium Property who do not reside in the Condominium or door-to-door solicitation of residents within the Condominium; and (iv) the business activity is consistent with the residential character of the Condominium, and does not constitute a nuisance, nor a hazardous or offensive use, nor threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board. The terms "Business" and "Trade" as used in this Section 3.01 shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis, temporary or otherwise, which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration or benefit, regardless of whether such activity is intended to or does generate a profit, or whether a license is required therefor. The rental of Units for residential occupancy shall not be deemed a commercial activity and is permitted, subject to the limitations imposed by Article 16 hereof.

O. **Environmental Compliance.** No Unit Owner shall maintain, handle, store, use or employ any Unit with any "hazardous waste" and shall, at all times, comply with all environmental laws, whether local, state or federal. The term "hazardous waste" shall include any substance, toxic waste or chemical pollutant, or similar environmental hazard which is deemed as such by any of the laws applicable to same.

3.02 **Rules and Regulations**

The Board, in accordance with the Bylaws, shall have the right to promulgate and impose Rules and thereafter to modify, alter, amend, or terminate any of the same with respect to the use, operation and enjoyment of the Condominium Property, including any Improvements located thereon. The Board shall have the right to establish reasonable fees for the use of the facilities and

to establish hours and the manner of operation. No portion of the Condominium shall be used or subjected to a violation of any applicable Rule.

3.03 No Implied Waiver

The failure of the Board to object to an Owner or another Person's failure to comply with the Restrictions contained herein shall in no event be deemed a waiver by the Board, or any other Person having an interest herein, of its right to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

3.04 Exculpation for Action

The Board or any designated "Architectural Review Committee" (the "ARC"), if applicable, may grant, withhold or deny its consent or approval in any instance where such is permitted or required without any liability of any kind therefor so long as the Board or ARC is acting in good faith, on behalf of the Association, in seeking to preserve what it deems as the "Community-Wide Standard" of the Condominium.

3.05 Extended Meaning of Owner

All restrictions in this Article 3 which refer to "Owners" shall be construed to include any other Person occupying an Owner's Unit, including the Owner's family members, agents, tenants, licensees, invitees or guests. Failure of an Owner to notify any Person of the existence of the covenants, restrictions, easements and other provisions of this Declaration shall not in any way act to limit or divest the right of enforcement of these provisions against the Owner or such Person.

3.06 Remedies for Violation

Each Unit Owner, his or her family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

Article 4 COMMON ELEMENTS

4.01 Common Elements

Common Elements include all of the following:

- A. The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.
- B. Any portion of the Condominium Property which is not included within the Units, which shall include, *inter alia*, landscaped common areas, paved streets and driveway areas, guest parking areas, walkways, paths and trails, and any common recreational facilities, all of which are noted on the Survey, Plot Plan, and Graphic Description of Improvements, attached hereto as Exhibit "B," as amended from time to time.
- C. Easements through Units for conduit ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the Common Elements.

D. An easement of support which is hereby created in every portion of a Unit which contributes to the support of a Condominium Building.

E. The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing such installation(s).

4.02 Unit's Share of Common Elements

Each of the Units has an undivided equal share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit, equal to 1/78.

4.03 Restraint Upon Separation and Partition of Common Elements

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie, except as provided herein with respect to termination of the Condominium.

Article 5

LIMITED COMMON ELEMENTS

5.01 Description of Limited Common Elements

There are Limited Common Elements appurtenant to Units in this Condominium, as specified herein, or as reflected by that certain Survey, Plot Plan, and Graphic Description of Improvements, attached as Exhibit "B" hereto, which includes, without limitation, covered patios, and other portions of the Condominium specifically designated and delineated as Limited Common Elements on Exhibit "B." Such Limited Common Elements shall only exist if and to the extent specifically shown as such on Exhibit "B," as amended from time to time, or expressly created as such herein. Such Limited Common Elements are reserved for the use of the Units to which they are appurtenant, to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned; provided, however, driveway areas serving more than one Unit shall be deemed Limited Common Elements equally benefiting each of the Units deriving benefit from such driveway areas. Such access to each Unit cannot be unreasonably impeded, restricted, or terminated. Either Developer or the Association may, at the option of each, permit the enclosure of Units' patios/lanais with screening or other approved materials.

5.02 Maintenance of Limited Common Elements

Except as otherwise provided in this Section 5.02, the Association is obligated to maintain, repair or replace all of the Limited Common Elements, including, but not limited to, concrete slabs and walls, and the expense therefor shall be treated and paid for as a part of the Common Expenses, except that: (i) any maintenance, repairs or replacements due to or caused directly or indirectly by an individual Unit Owner shall be chargeable against such individual's Unit and shall be promptly reimbursed by such Unit Owner to the Association; (ii) if an Owner is permitted by the Board or ARC, pursuant to Sections 3.04 and 11.05 hereof, to upgrade or improve any Limited Common Element, then such upgrade or improvement must thereafter be maintained by such

responsible Unit Owner(s); and (iii) all windows and doors shall be maintained by the Unit Owner. Each Unit Owner shall be responsible for repairs, replacement, maintenance and cleaning of exterior patios and balconies appurtenant to the Unit which they adjoin. The Association shall, at its option, following written notice to a Unit Owner, have the right to undertake repairs, replacement, maintenance or cleaning of such Unit Owner's patio, balcony or any other Limited Common Element (including windows and doors) appurtenant to the Unit in reasonable need of such service(s), and such service(s) shall be chargeable against such individual's Unit and shall be promptly reimbursed by the Unit Owner to the Association. Any damage to the Condominium, including Units or other Limited Common Elements, caused by or resulting from any upgrade or improvement to an Owner's Unit shall be promptly repaired or replaced by the Owner(s) causing such damage. Exterior surfaces of patios and balconies (including screening, but not including any enclosure constructed by a Unit Owner), together with doors, windows, skylights and casings and framing therefor, shall be Limited Common Elements appurtenant to the Unit which they adjoin.

Article 6
DESCRIPTION OF CONDOMINIUM PROPERTY
AND AMENDMENT TO PLANS

6.01 Property Submitted to Condominium Ownership

The legal description of the Property hereby submitted to condominium ownership is set forth on Exhibit "A" attached hereto and made a part hereof. A survey of the Property, as well as a Plot Plan and Graphic Description of the Improvements for the Condominium, are described on Exhibit "B" attached hereto. The identification, location and dimensions of each Unit, the Common Elements, and Limited Common Elements appear on Exhibit "B" to this Declaration. Together with this Declaration, Exhibit "B" includes sufficient detail to identify each Unit, the Common Elements and Limited Common Elements, and provides accurate representations as to their locations and dimensions.

6.02 Amendment to Plans

A. The Developer shall have the right, without the consent or approval of the Board or other Unit Owners to (a) make alterations, additions, or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), and (b) provide additional and/or expand and/or alter recreational or other commonly used facilities. Without limiting the generality of the foregoing, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) change the layout or number of rooms in any Developer owned Units. In making the above alterations, additions and improvements, the Developer may relocate, alter or eliminate Common Elements adjacent to such Units, provided that such relocation, alteration or elimination does not materially and adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer.

B. The Amendment of this Declaration reflecting authorized alteration of plans by Developer as provided in this Section 6.02 above need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not their joinder is elsewhere required for other amendments.

Article 7
AMENDMENT OF DECLARATION

7.01 Requirements for Amending Declaration

This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the Bylaws by the affirmative vote of Unit Owners owning not less than seventy-five percent (75%) of the Units represented at any meeting at which a quorum has been attained; provided, however, that in all instances hereunder, irrespective of the quorum achieved, not less than a majority of total voting interests of the "Membership" (as defined in Section 8.01 hereof), shall have voted in connection with such amendment(s). All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of the County; provided, however, that unless otherwise provided in this Declaration:

No amendment shall, except for Article 6 above, change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, unless the record owner thereof and all Mortgagees thereon shall join in the execution of such amendment;

B. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagees without the prior written consent of such Mortgagee;

C. No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer; and

D. Any amendment which would affect the surface water management system, including water management portions of the Common Elements, shall not be passed without the prior written approval of the Lake Worth Drainage District, South Florida Water Management District, the County, or any other governmental body, as applicable, exercising jurisdiction over the Condominium.

7.02 Developer Amendments

Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend the Declaration and any Exhibits hereto though limited by the requirements of Section 718.110, Florida Statutes, and which exclusive rights shall continue for such period of time as the Developer shall own and market any Units in the ordinary course of business; provided, however, that no such amendment by the Developer shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee and no change shall, in the sole, but reasonable, determination of Developer, materially and adversely affect the use and ownership rights of Unit Owners without such Owner's consent. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments, except as provided in this Article 7, and limited by the requirements of Section 718.110, Florida Statutes.

7.03 Severance of Provisions

Invalidation of any part of this Declaration, any provision contained in any plat or site plan approval of the Condominium Property, or in a conveyance of a Unit in the Condominium by

judgment, court order or law, shall not affect any of the other provisions hereof which shall remain in full force and effect.

Article 8

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

8.01 Membership

Every Owner of a Unit, including Developer, shall be a Member of the Association (hereinafter referred to as the "Membership"). Membership in the Association shall be appurtenant to and may not be separated from the Unit. Ownership of a Unit shall be the sole qualification for Membership in the Association.

8.02 Co-Ownership of Units

When more than one Person owns an interest in any Unit (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Unit is entitled. All Co-Owners of each Unit shall designate in writing to the secretary of the Association one of their number to so vote the interests of their Unit. Fractional votes shall not be allowed. The vote for each Unit shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Unit shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Unit. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Unit and shall be entitled to all benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any amendment to this Declaration, and in the Articles and Bylaws (to the extent applicable). If a Unit is owned by a corporation or other entity, the individual entitled to vote for the Unit shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association.

8.03 Voting Membership

The Association shall consist of all Unit Owners, including Developer, each of which shall be entitled to one (1) vote, in accordance with the Bylaws, for each Unit they own.

Article 9

THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES

9.01 Creation of Association

The operation of the Condominium shall be vested in the Association, with its affairs and decisions to be conducted by the Board of Directors, except as permissibly delegated to the ARC or any other committee engaged by the Board pursuant to Florida law. The Association has been organized as a Florida corporation not for profit and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "C." Unit Owners shall only have such powers or rights of approval or consent as is expressly specified herein, the Articles or Bylaws, or in the Condominium Act.

9.02 Agents of Association

No Unit Owner, except an officer, director, or duly appointed agent of the Association, shall have any authority to act for the Association.

9.03 Powers of Association

The powers and duties of the Association shall include those powers set forth in the Articles, the Bylaws, the Condominium Act (inclusive of those changes or amendments subsequent hereto which broaden or increase any rights or powers given to condominium associations, generally), and this Declaration shall include, but not be limited to, the following:

A. The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

B. The power to levy and collect Assessments from Unit Owners to pay Common Expenses and to lease, maintain, repair and replace the Common Elements.

C. The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

D. The power to enter into contracts with a Management Company for the maintenance, management, operation, repair and servicing of the Condominium Property and administration of the Association. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain, preserve, repair and replace the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his or her acceptance of the deed to his or her Unit, shall bind the Owner, as well as the Owner's heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if the Unit Owner had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Directors and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

E. The power to adopt reasonable Rules for the maintenance and conservation of the Condominium, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

F. The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

G. The power to obtain and maintain adequate insurance coverage to protect the Association and the Common Elements, to the extent deemed necessary or desirable by the Board of Directors, which shall include the right to self-insure against one or more risks, at the option of the Board.

H. Conducting business of the Association, including, but not limited to, administrative services such as legal, accounting and financial, and communication services such as informing Unit Owners of activities, notice of meetings, and other important events.

I. Maintenance of surface and subsurface drainage facilities and easements affecting the Condominium Property, in accordance with Article 7 hereof, except if required by any governmental authority to transfer such obligations to one or more other parties.

The Board shall adopt hurricane shutter specifications for each building within the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with applicable building codes and ordinances. Notwithstanding any provision to the contrary herein, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements, pursuant to this Declaration or in accordance with Section 718.113, Florida Statutes.

9.04 Optional Powers of Association

The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights to perform same:

- A. Lighting of roads, sidewalks and walks and paths throughout the Project.
- B. Fire protection and prevention.
- C. Garbage and trash collection and disposal.
- D. Conducting swim, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees.
- E. Surveillance and monitoring of the Condominium Property, including, but not limited to, maintenance of electronic and other protective devices, employment of protective guards within the Condominium Property, and operation of a guardhouse or other means of access control, as determined by the Association from time to time. The Association shall not be held liable for injury, loss or damage by reason of their failure to provide adequate monitoring or protection or the ineffectiveness of any such measures undertaken. All Unit Owners, including their families, tenants, guests and invitees, acknowledge that neither Developer nor the Association, (including any committee established by the Association), shall be liable for or insure against any injury, loss or damage suffered by any Unit Owner, including its family, tenants, guests and invitees. All Unit Owners, including their families, tenants, guests and invitees, assume all risk of injury, loss or damage suffered or caused, whether to their person, or Units (including contents thereof) and acknowledge that neither Developer nor the Association has made any representations or warranties, express or implied, to any Unit Owner, including the Unit Owner's family, tenants, guests and invitees, concerning any security measures recommended or undertaken.

F. Installation, operation and maintenance of utility facilities, including, without limitation, cable television or other communication systems or facilities, throughout any portion of the Common Elements within the Condominium Property.

G. Such other services as are authorized in the Articles or Bylaws.

H. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads, public rights of way, or other property (public or private) adjacent to the Condominium Property to the extent such care would, in the reasonable determination of the Board of Directors, be beneficial to the Condominium Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

All repair, replacement and maintenance of any kind whatsoever of any property, real or personal (including, without limitation, landscaping, painting, paving, and care of water or drainage systems), located on any Condominium Property (excluding the Units), so long as such maintenance is reasonably deemed by the Board of Directors to be of sufficient benefit to the Condominium and in the best interests of the Association to warrant its cost being borne by the Association.

J. Emergency repairs and other work throughout the Condominium reasonably necessary for its proper upkeep, maintenance and continued operation.

9.05 Restrictions on Association's Powers

Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon or terminate the Condominium;
- B. Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;
- C. Partition or subdivide any Unit;
- D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause); and
- E. Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

9.06 Additional Powers of Association

In addition to those other responsibilities specified in the Articles or Bylaws, the Association or its Management Company, if applicable, shall be required to provide certain services to the Unit Owners and/or Condominium Property, as and when deemed necessary or appropriate by the

Board of Directors, and the Association, including its contractors, agents and employees, shall have easement rights necessary to perform same:

A. All repair, replacement and maintenance of any kind of the Common Elements and Limited Common Elements, including, without limitation, all painting, remodeling and restoration to all Condominium Property and landscaping thereon, as and when deemed necessary by the Board of Directors. The Association is also responsible for the repair, replacement and maintenance of the exterior portions of all Units (excluding windows and doors), including the roof. The Board of Directors shall be entitled to determine, in its sole discretion and without notice to any Unit Owner, the time of day and/or night that various portions of the Common Elements and Limited Common Elements will be irrigated.

B. Maintenance of any and all landscaped areas within the Common Elements and Limited Common Elements, as well as all streets, roads, driveways, sidewalks, paths and entry features throughout the Condominium Property which have not been dedicated to the public or any governmental body. The maintenance responsibilities of the Association may include, if required by the County or other governmental authority, all landscaping within the medians and islands of Jog Road or any other municipal highway, including landscaped buffers lying adjacent to Jog Road and with respect to any recreational tract, mitigation area, lake parcel, including lake maintenance easements contained therein, buffer parcels, open spaces and entry parcels, inclusive of maintaining all irrigation equipment wherever placed within the foregoing, as time to time required by governmental authorities or at the election of the Association. The Board of Directors shall be entitled to determine, in its sole discretion and without notice to any Unit Owner, the time of day or night that various portions of the Common Elements and Limited Common Elements will be irrigated.

9.07 Requirements of Water Management and Drainage

The surface water management and drainage system for the Condominium Property, excluding any portion thereof which may be owned by the Lake Worth Drainage District, South Florida Water Management District, or their respective successors and assigns (hereinafter collectively referred to as the "District"), is one integrated system throughout the Condominium Property, and accordingly, shall be deemed part of the "Common Elements," as defined in this Declaration. A perpetual easement is hereby created over the Common Elements and over all drainage easements wherever located throughout the Condominium Property, whether said drainage easements are now in existence or are hereafter created, and over all lake maintenance easements wherever located throughout the Condominium Property, whether said lake maintenance easements are now in existence or are hereafter created, all in favor of the Association, including its agents or other designees, and in favor of the Unit Owners, its tenants, guests, invitees and designees, from time to time, for surface water drainage and of the installation and maintenance of the surface water management and drainage system for the Condominium Property; provided, however, that such easement shall be subject to improvements constructed within the Condominium Property as permitted by controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of the District and/or any other controlling governmental authority. The Association shall maintain the entire surface water management and drainage system within the Condominium Property (including any portion thereof owned but not maintained by the District) including, but not limited to any, swale areas, retention areas, culverts, pipes, pumps, catch basins and related appurtenances regardless of location or whether owned by the Association. Notwithstanding the foregoing, the Association will have the right, but not the obligation, to maintain any portion of the surface water management and drainage system for the

Condominium Property which is owned and/or maintained by the District or any other controlling governmental authorities subject to the requirements of the District.

9.08 Legal Actions by or Against Association

Notwithstanding anything herein to the contrary, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 13 hereof, (ii) collection of debts owed to the Association, and (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, (v) actions instituted against the Association, and (vi) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by eighty-five percent (85%) of the total votes of all Unit Owners, as members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 9.08, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 9.08 may not be amended.

9.09 Eligibility Requirements for Board of Director Membership

All Directors shall be Unit Owners, or, in the case of partnership Unit Owners, shall be members or employees of such partnerships; or, in the case of corporate Unit Owners, shall be directors, officers, stockholders or employees of such Corporation; or, in the case of fiduciary Unit Owners, shall be the fiduciaries or their beneficiaries, or directors, officers, stockholders or employees of a corporate fiduciary, or their corporate beneficiary, or partners or employees of a partnership fiduciary. No Director shall continue to serve on the Board after he ceases to be a Unit Owner or an interested party in a Unit Owner as specified in the preceding sentence. The above provisions of this Section 9.09 shall not apply to Directors elected by the Developer in accordance with subsection 4.15 of the Bylaws.

Article 10
BYLAWS

The administration of the Association and the operation of the Condominium Property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D." No modification of or amendment to these Bylaws shall be deemed valid unless duly adopted as provided in the Bylaws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. Although an amendment to the Bylaws must be recorded as an amendment to this Declaration, as aforesaid, amendments to the Bylaws shall not require the approval otherwise required for amendments of this Declaration as set forth in Section 6.02 and Article 7 hereof. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any Mortgage covering any Condominium Parcel.

Article 11**MAINTENANCE: LIMITATION UPON IMPROVEMENT****11.01 Association's Maintenance Obligation**

The maintenance of the Common Elements, Limited Common Elements and any other property benefitting the Unit Owners or the Association, shall be the responsibility of the Association; provided, however, that the Association shall not be responsible for the maintenance of (a) any air conditioning compressor or other component or utility service that serves a particular Unit and (b) any additional Unit Owner maintenance obligations set forth in Section 5.02 hereof, which responsibilities shall, instead, be borne solely by the Owner of such Unit. Any such compressor or component shall be part of the Unit which it serves and not a Common Element.

11.02 Unit Owner's Maintenance Obligation

Each Unit Owner shall be responsible for maintaining its Unit, except in such instances that the Association shall be responsible therefor, in accordance with this Declaration. Unit Owners are required to maintain, in good working order and without visible defects, all windows and screens, as well as sliding glass doors, exterior doors, and garage doors for each of the Units, except as to periodic painting for doors which are the responsibility of the Association.

11.03 Alteration of Common Elements

There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except (i) pursuant to Articles 5, 6 or 7 of this Declaration, or (ii) the Board of Directors shall have the right to make alterations or additions to the Common Elements or Limited Common Elements if such alterations or additions are recommended by the Board and approved by a majority of Owners in the Condominium present at a duly called meeting of Unit Owners at which a quorum is attained.

11.04 Limitation Upon Improvements

No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

11.05 Architectural Approval

No fence, wall, gate or other structure, addition or improvement may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure or improvement have been approved in writing by the Board of Directors (or the ARC, as provided in Section 3.04 hereof) as to quality, design and materials, harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Board of Directors (or its designee) shall not be required in the event that the Board of Directors (or its designee) fails to give such approval within thirty (30) days after receipt of a written request for same. In no event will such approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this Section 11.05 shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this Section shall not apply to the Developer.

Article 12**COMMON EXPENSES AND COMMON SURPLUS****12.01 Common Expenses**

Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration, or the Bylaws. The Association shall have the right at any time by action of its Board to include protective surveillance and/or monitoring for any Units within the Condominium opting to be included in such a system, the costs of which shall be includable as a Common Expense; provided, however, any Unit Owner may, upon written notice to the Association, elect to discontinue receiving the benefit of the Association-provided protective surveillance and/or monitoring (without any corresponding financial credit given to such Unit Owner) and such Owner(s) have the right to choose another company, properly licensed to provide such services, at the sole cost and expense of such Owner(s), for each respective Unit in choosing such services. Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration. The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a Common Expense, provided that such contract does not exceed a term of two (2) years, and shall otherwise be governed by the provisions of Section 718.115, Florida Statutes. The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board pursuant to Section 718.113(5), Florida Statutes, shall constitute a Common Expense and shall be collected as provided in this Declaration.

12.02 Common Surplus

Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

Article 13**ASSESSMENTS****13.01 Assessments**

The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association in the manner provided in the Bylaws, the Assessments shall include monies required for the payment of hazard and liability insurance premiums, reserves for capital expenditures and deferred maintenance. The Assessment shall initially be made for one year periods, but shall be payable in advance, in monthly installments, due and payable by each Unit Owner on the first day of each calendar month; however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy "Special Assessments" (subject to limitations set forth in the Bylaws) against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer, in accordance with Section 13.08 hereof.

13.02 Liability for Assessments

A Unit Owner, regardless of the manner in which he or she acquired title to his or her Unit, including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments which become payable while he or she is the owner of a Unit. Additionally, each Unit Owner is jointly and severally liable with the grantor for all unpaid Assessments against the latter for the Unit Owner's share of the Common Expenses up to the time of such conveyance. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

13.03 Interest

Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law, or if no such maximum is provided, then at the rate of eighteen percent (18%) per annum. The Association shall have the right to charge, at the option of the Board, an administrative late fee in addition to such interest charged hereunder, in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

13.04 Liens

The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon, as well as those liens for maintenance of Limited Common Elements pursuant to Section 718.113, F.S. Such lien shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of the County, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to any first Mortgage lien created and held by any Mortgagee. The Board of Directors may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

13.05 Lien Foreclosure

Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

13.06 Mortgagee Exemptions

The liability of a Mortgagee of a first Mortgage of record, including its successors or assigns, who obtains title to the Condominium Parcel by 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 (unless the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by, the Mortgagee), or as a result of a deed given such Mortgagee in lieu of foreclosure, for the unpaid Assessments which became due prior to acquisition of title is limited to the lesser of:

A. The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

B. One percent (1%) of the original mortgage debt.

Such acquirer of title and its 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 was recorded prior to the recording of the foreclosed Mortgage, or otherwise permitted by Section 718.116(5)(a) of the Condominium Act. The unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. The party acquiring title shall pay the amount owed to the Association, pursuant to this Section 13.06, within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section 13.06, and pursuant to Section 718.116, Florida Statutes, concerning the collection of unpaid Assessments. Any Mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

13.07 Assignment of Liens

To the extent permitted by applicable law, the Association, acting by and through its Board of Directors, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

13.08 Developer Obligations

Except as provided in Section 13.06 above and in this Section 13.08, no Unit Owner other than the Developer, may be excused from the payment of his or her proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. The Developer hereby guarantees to each Unit Owner that the Assessment for Common Expenses will not increase over \$105.46 per Unit per month for the first year of operation for the Association. Such guaranty shall be in effect for the period from the date of recording hereof until the earlier of (i) the date 12 months following the recording hereof or (ii) the date upon which the Developer shall cease to control the Association (the "Guaranty Period"), in accordance with Section 8.03 of this Declaration, unless the Developer determines, in its sole discretion, to extend

the Guaranty Period for one or more twelve (12) month periods of time; provided, however, such extended Guaranty Period, if applicable, shall terminate on the date upon which the Developer shall cease to control the Association. Accordingly, pursuant to the provisions of Section 718.116(9)(a)(2) of the Condominium Act, the Developer shall be excused from the payment of its share of the Common Expenses which would have been assessed against Units owned by the Developer during the Guaranty Period. The Developer shall pay any amount of Common Expenses incurred during the Guaranty Period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners. During the Guaranty Period, the Developer shall contribute an amount of money to the Association, or pay directly to the providers of goods and services, funds sufficient to eliminate any deficit between assessments collectible from Owners other than the Developer and the actual Common Expenses of the Condominium.

13.09 Special Assessments

In addition to the periodic Assessments authorized in Section 13.01 above, the Board may levy in any fiscal year, in accordance with the Bylaws, a Special Assessment on a one time basis, but on one or more occasions, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an Improvement or other capital improvement upon the Common Elements, including fixtures and personal property related thereto, or for defraying any other extraordinary Common Expenses of the Association, including shortfalls in Common Assessments (hereinafter referred to as "Special Assessments"); provided, however, any such Special Assessment in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall require the consent of at least sixty-seven percent (67%) of the votes of Members present and entitled to vote, in person or by proxy, at a duly called special or annual meeting of Members.

13.10 Limitation of Liability

The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against each Owner from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

Article 14 LIENS

14.01 Validity of Liens

Subsequent to the recording hereof and while the Condominium Property remains subject hereto, no liens of any nature shall be valid against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

14.02 Construction Liens

Unless a Unit Owner has expressly requested or consented in writing to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized in writing by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

14.03 Release of Lien

In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

Article 15
EASEMENTS

15.01 Ingress and Egress

Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon sidewalks, streets, driveways, walkways, paths and trails, and other Common Elements intended for such purposes.

15.02 Encroachments

The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. The Association shall have an easement over all Condominium Property for the maintenance and repair of any Common Element or Limited Common Element, provided such activity does not materially adversely affect the substantial use of any Unit by its Owner.

15.03 Utilities

The Condominium Property shall be subject to such easements for utilities, including cable television or other communication systems or facilities, as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Condominium Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact

for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article 15 shall recite that it is made pursuant to this Article 15.

15.04 Developer Reservations

The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole but reasonable discretion to be (i) of a nature which does not materially adversely affect the substantial use of the Common Elements by Unit Owners and (ii) necessary to consummate or facilitate the maintenance and repair or development, sale, lease or rental of any Unit or other portion of the Condominium, including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted. No charge shall be made to Developer for such use. Developer also reserves the right for itself to grant such easements over, under, in and upon the Condominium Property (except for any units previously conveyed to anyone other than Developer) in favor of itself, the Association, its designees, Owners, and appropriate utility and other service providers, for ingress and egress for persons and vehicles, and to provide power, electric, water, sewer, drainage, and other utility services, and lighting, and lighting facilities, irrigation, television, and electronic transmission or communication and distribution facilities, cable television facilities, telecommunications, security service and facilities in connection therewith, and access to publicly dedicated streets, and the like.

15.05 Streets, Driveways and Walkways

An easement shall exist for pedestrian traffic over, through and across that portion of the Common Elements improved with sidewalks, paths and walks (including grass covered open space) and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved as streets and driveways and intended for such purposes. All of such easements shall be without charge and shall be for the use and benefit of all members of the Association, as well as the family members, agents, tenants, licensees, invitees and guests of such members. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes as provided in Section 21.13 hereof.

15.06 Surface Water Management and Drainage

The surface water management and drainage system within the Condominium Property is one integrated system and shall be deemed a Common Element. A perpetual easement is hereby created over all Common Elements for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Condominium Property as it is intended that the surface water management and drainage system to be constructed shall benefit all of the Condominium; provided, however, that such easement shall be subject to improvements constructed within the Condominium Property, as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the Condominium Property shall be developed, operated, and maintained in conformance with the requirements of the "District" (as defined in Article 9 hereof), and/or any other applicable governmental authority. If required by Lake Worth Drainage District or other governmental agency, the Association shall maintain the surface water management and drainage system for the

Condominium Property, including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances.

15.07 Party Walls

Each common wall shared by two (2) Units shall be a party wall for the perpetual benefit of and use by the Unit Owners of each respective Unit, as more particularly described in Article 19 hereof. Each such Unit and Unit Owner is hereby granted an easement for the existence of the party wall to the extent it encroaches on the adjoining Unit, whether encroachment exists as a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, the Association shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of all party walls, as Common Elements. However, if one or more Unit Owner's negligence or willful misconduct causes damage to the party wall, such Unit Owner(s) shall bear the entire cost of repair. Each Unit Owner, as well as the Association, shall have the right to enter the adjacent Unit, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Unit Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon in writing by Unit Owners sharing the party wall, with a copy provided to the Association.

Article 16 SALE OR LEASE

16.01 Sale

Every Unit Owner is hereby obligated to provide written notice to the Association within five (5) days after the transfer, sale or conveyance of any Unit to any other party, including intra-familial transfers or conveyances by gift, devise or inheritance, with the name(s) of the subsequent Owner and Owner(s), address and telephone numbers, and such other reasonable information as required by the Association from time to time, including a copy of the instrument evidencing the Owner's title. 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 levy a fine against the Unit with a penalty not to exceed \$20.00 per day for non-compliance, with a maximum fine of \$100.00 unless a greater sum is hereafter permitted by the Condominium Act.

16.02 Lease

Every Unit Owner is hereby required to provide written notice to the Association within five (5) days after entering into a lease for the Unit. The notice shall include names and telephone numbers of the lessee, along with such other reasonable information as required by the Association from time to time. A copy of the lease shall be included with the notice to the Association. No lease shall demise any less than the entire Unit, nor shall any lease be for a period of less than six (6) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a lease affecting a Unit, whether written or otherwise, the Association, at its election and without notice, may levy a fine against the Unit with

a penalty not to exceed \$20.00 per day for non-compliance, with a maximum fine of \$100.00 unless a greater sum is hereafter permitted by the Condominium Act. The Association shall have the option to require any lessee to post a deposit with the Association, to be held in escrow, not in excess of one month's rent, as security for damage to the Common Elements or Association Property.

16.03 Damage to Condominium

In the event a Unit Owner or any guest, tenant or family member of a Unit Owner causes any damage to the Common Elements, Limited Common Elements, or any improvements on any of them, the Association shall have the right to charge the Unit Owner and the Unit for the sums necessary to repair such damage. Such charge may be collected by the Association which shall have a "Special Lien" on the offending party's Unit to secure and enforce such charge. Such Special Lien shall be distinct from the statutory lien for Assessments, but shall operate in all respects identically to such statutory lien as set forth in Section 718.116, of the Condominium Act.

Article 17
INSURANCE

17.01 Purchase of Insurance

The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance, flood insurance, or any other coverage required by the Board of Directors, insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

A. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee to the extent hereinafter described.

B. For purposes of this and the following Article, all buildings located on the Condominium Property, as described in Exhibits "A" and "B" attached hereto, shall collectively be deemed one "Building" and shall include any additional buildings as a part thereof which may hereafter become a part of this Condominium.

17.02 Coverage

The following coverage shall be required:

A. Casualty covering all buildings and improvements upon the Property described in Exhibit "A" attached hereto, which shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable

replacement value, said value to be determined annually by the Board of Directors. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph 2 including, but not limited to, vandalism and malicious mischief.

B. Public liability in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverage, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

C. Worker's compensation insurance meeting all the requirements of the laws of Florida.

D. Directors and officers liability insurance, if available, and reasonably priced, in the opinion of the Board.

E. Such other insurance as the Board of Directors shall determine from time to time to be desirable or necessary, including, without limitation, such insurance as may be required under the Condominium Act or by any agency of the United States government which holds a first Mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

17.03 **Premiums**

Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

17.04 **Insurance Trustee; Shares of Proceeds**

All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear. The Association shall have the option to appoint an "Insurance Trustee" which shall be a bank or other entity in Florida with trust powers with offices in Palm Beach, Dade or Broward Counties. An Insurance Trustee shall be appointed, upon the written request of any Mortgagee, to receive any proceeds in excess of \$15,000.00. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the below described shares, which shares need not be set forth on the records of the Insurance Trustee. If the Association fails to appoint such Trustee, the Association shall perform all obligations imposed upon such Trustee by this Declaration.

A. **Common Elements.** Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

B. **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Condominium Building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(2) When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

C. **Mortgages.** In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

17.05 **Distribution of Proceeds**

Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

A. **Expense of the Trustee.** All expenses of the Insurance Trustee shall be paid first or provision made therefor.

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

C. **Failure to reconstruct or repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

D. **Certificate.** In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

17.06 **Association as Agent**

The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a Mortgage or other lien upon a Unit and for each owner of any other interest in the

Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

17.07 Unit Owner's Obligation

Each Unit Owner shall have the obligation to purchase public liability insurance to protect such Owner against claims due to accidents within his or her Unit, and casualty insurance on the contents within said Unit. In addition, each Owner should review the coverage of the Association to determine any additional insurance that may be advisable for such Owner to purchase.

Article 18

RECONSTRUCTION OR REPAIR AFTER CASUALTY

18.01 Determination to Reconstruct or Repair

If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Element. 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.

B. Condominium Buildings:

(1) Lesser damage. If the damaged improvement is one or more of the Condominium Buildings, and if Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is one or more of the Condominium Buildings, and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within sixty (60) days after the casualty, the owners of eighty percent (80%) of the Common Elements agree in writing to such reconstruction or repair.

(3) In each instance of damage noted under this subparagraph B, the Unit Owners shall have the right to require reconstruction or repair of all damaged property in accordance with Section 18.02 hereof.

C. Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

18.02 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Directors and, if the damaged property is one or more of the Condominium Buildings, by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged Units, whose approval shall not be unreasonably withheld.

18.03 Responsibility

If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for prompt reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

18.04 Estimate of Costs

Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

18.05 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 reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in the case of damage to the Units and/or the Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against all Unit Owners for damage to Units and/or Common Elements shall be in proportion to the Owners' share in the Common Elements.

18.06 Construction Funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds 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:

A. Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000.00, the sums paid upon such Assessments 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.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from 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 and order:

(1) Association-Under \$5,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, 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.

(2) Association-Over \$5,000.00. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

(4) Surplus. It shall be presumed that the first monies 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 represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

(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 the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated 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 or 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 fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

18.07 Equitable Relief

In the event of "major damage" (as defined in Section 18.01 above) to or destruction of the Condominium Property, and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

Article 19 PARTY WALLS AND PARTY ROOFS

19.01 Ownership and Cross-Easement

All Unit roofs shall be party roofs (individually a "Party Roof" and collectively the "Party Roofs"). Each Owner shall own that portion of the Party Wall and Party Roof which lies within the boundaries of his own Unit, with a cross-easement of support in all other portions thereof. The Party Walls and the Party Roofs shall be for the perpetual benefit of and use by the respective Owners of the Units served by such Party Walls and Party Roofs, including their respective grantees, successors, or assigns (the "Adjoining Owners").

19.02 Restrictions on Use

Subject to the terms of this Declaration, Adjoining Owners shall have the right to the full use of the Party Walls and Party Roofs with respect to their Units, provided that any such use shall not infringe on the rights of or the enjoyment of the Party Wall(s) or Party Roof(s) by Adjoining Owner(s) or in any manner impair the value of any of the Party Walls or Party Roofs. No openings shall be made in any Party Wall or Party Roof. No Owner shall cause a Party Wall to be exposed to the elements. Any Owner who by his negligent or willful act causes a Party Wall or Party Roof to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements and any damage it causes. Owners may not make any alterations or additions to a Party Wall or a Party Roof without the prior written consent of the Adjoining Owner(s) and the Association.

19.03 Sharing the Costs of Repair and Maintenance; Right to Contribution

Adjoining Owners shall each maintain their respective exterior of the Party Wall(s) affecting their Units. All other costs associated with the reasonable repair and maintenance of a Party Wall shall be deemed a Common Expense of the Association. The right of any Owner to contribution from any other Owner under this Article 19 shall be appurtenant to the land and shall pass to such Owner's successors in title and shall be secured by a lien and be enforceable in the manner set forth in Section 19.05 below.

19.04 Destruction by Fire or Other Casualty

Subject to the provisions of this Section 19.04, if it shall become necessary to repair or rebuild any Party Roof, the cost thereof shall be paid by the Association as a general expense. If

a Party Wall is destroyed or damaged by fire or other casualty, or if it shall otherwise become necessary to repair or rebuild any Party Wall, any Owner who has used the Party Wall may restore the same, but no greater dimension of said Party Wall, or of any extension or restoration thereof, shall be placed upon the land of the Adjoining Owner not extending, constructing, or restoring said Party Wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained. No part of any addition to the dimensions of said Party Wall, or of any extension thereof already built, that may be made by either of said Adjoining Owners, or by those claiming under them respectively, shall be placed upon the land of the other Adjoining Owner, without the written consent of the latter first obtained. The Adjoining Owner who elects to restore a Party Wall shall be reimbursed for one-half (1/2) of the total costs associated therewith by the other Adjoining Owner; provided, however, that if any repair or reconstruction of a Party Wall or Party Roof is required solely because of the actions or failure to act of or on behalf of a single Adjoining Owner, with respect to a Party Wall, or one or more Adjoining Owners, with respect to a Party Roof, then the entire cost of such repairs or reconstruction shall be borne solely by such wrongdoer(s).

19.05 Indemnity Right

If an Adjoining Owner shall refuse or fail to pay his or her share of any expenses provided for in this Article 19, the Association may pay such expenses as a Common Expense and is hereby granted a right of indemnity by such wrongful Adjoining Owner who has failed to pay his or her share of such expenses, together with interest at the rate of fifteen percent (15%) per annum from the date when such payments were due and any and all costs and attorneys' fees incurred in connection with the collection of any such sums.

19.06 Easement Rights

Whenever any Party Wall or Party Roof shall be rebuilt, it shall, to the extent reasonably possible, be erected in the same manner and at the same location as it was initially erected and shall be of the same size and of the same or similar materials and of like quality. Easements are hereby granted, reserved, and/or created over and through the respective Units as may be reasonably required from time to time in connection with all repairs or reconstruction performed pursuant to this Section 19.06, as well as Article 15 of this Declaration, including easements of access to any Unit with respect thereto.

19.07 Arbitration

In the event of any dispute arising concerning a Party Wall or Party Roof, or under the provisions of this Article 19 or Section 15.07 hereof, each party shall choose one arbiter, and such arbiters shall agree upon the choice of an additional arbiter, and the decision of a majority of the three (3) arbiters shall be final and conclusive of the question involved; provided, however, any failure to agree shall permit the parties to seek dispute resolution assistance in accordance with the Condominium Act.

Article 20 TERMINATION OF CONDOMINIUM

20.01 Requirements for Termination

If all Unit Owners and the holders of all liens and Mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium, or if "major damage" occurs as defined in and subject to Section 18.01 hereof, the Condominium Property shall be

removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property. All easements provided in this Declaration shall survive termination of the Condominium.

20.02 Establishing Purchase Price

If the Owners of at least eighty-five percent (85%) of the Common Elements elect to terminate, they shall have the option to buy the Units of the other Unit Owners for a period of sixty (60) days from the date of the meeting wherein the election to terminate was taken. The purchase price shall be the fair market value of the Units as of the date of said meeting as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of the same.

Article 21 RIGHTS OF MORTGAGEES

21.01 Right to Notice

The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Declaration and other condominium Documents, including the books, records and financial statements of the Association to Owners, prospective purchasers and the holders, insurers or guarantors of any first Mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

21.02 General Rights of Mortgagees

Upon written request to the Association, identifying the name and address of the Mortgagee of a Mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Mortgagee with timely written notice of the following:

- A. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first Mortgage held, insured or guaranteed by such Mortgagee;
- B. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- C. Any proposed action which would require the consent of Mortgagees holding a mortgage encumbering a Unit; and
- D. Any failure by an Owner owning a Unit encumbered by a Mortgage held, insured or guaranteed by such Mortgagee to perform his obligations under the Declaration of Condominium and other Condominium Documents, including, but not limited to, any delinquency in the payment of any Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

21.03 Right of Mortgagee to Receive Financial Statement

Any Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

21.04 Right to Cover Cost

Developer (until the turnover) and any Mortgagee shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, Developer (until the turnover) and any Mortgagees shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay insurance premiums or fidelity bond premiums or any new tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to new taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Mortgagees paying insurance premiums or any new tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, legal fees.

Article 22
GENERAL PROVISIONS

22.01 Execution of Documents Required by Government

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the County, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

22.02 Eminent Domain or Condemnation Proceedings

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give to each Mortgagee requesting same in writing, prompt written notice of any such eminent domain or condemnation proceedings.

22.03 Severability

If any provision of this Declaration, the Articles, the Bylaws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the Bylaws, or the

Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

22.04 Developer Rights

If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

- A. Assessment of the Developer as a Unit Owner for capital improvements, and
- B. Any action by the Association that would be detrimental to the Developer's sale of Units.

22.05 Notices

Notices to Unit Owners shall be sent by regular mail or hand delivery to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to 832 So. Military Trail, Deerfield Beach, Florida 33442. All notices shall be deemed and considered sent when actually delivered or two (2) business days following mailing, whichever occurs first. Any party may change his or its mailing address by written notice to the other party.

22.06 Fines and Penalties

The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$100.00 for any single violation of the requirements of this Declaration, the Bylaws, or any Rule promulgated thereunder (except if specifically stated otherwise), after having been notified by the Association of such violation, provided notice and opportunity to be heard is provided as required by Rules of the Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes, State of Florida.

22.07 Violations and Remedies

The remedies for violations provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal proceedings, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

22.08 Gender

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.

22.09 Interpretation and Headings

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium. The article and section headings

have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. The Board shall be the ultimate interpreter of this Declaration and an opinion of its counsel that any such interpretation is fair and reasonable shall establish the validity of any such interpretation. Any use of the word "hereunder" or similar word shall refer to this Declaration (including all exhibits attached hereto) as a whole and not just the section in which such word appears, unless expressly stated to the contrary.

22.10 No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Elements to the public or for any public use.

22.11 Constructive Notice and Acceptance

Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or any other portion of the Condominium shall be conclusively deemed to have consented and agreed to each and every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such Person acquired an interest in such Unit or other portion of the Condominium.

22.12 Limitations on Association's Authority

Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon or terminate the Condominium (except in accordance with Article 20 hereof);
- B. Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;
- C. Partition or subdivide any Unit;
- D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause).
- E. Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

22.13 Parking Areas

Parking for Unit Owners shall be located within driveway areas designated as Limited Common Elements, with additional guest parking areas designated as Common Elements, which are shown as parking areas. The Developer (and upon "turnover" of the Association, thereafter the Board of Directors of the Association) shall assign one or more exclusive parking spaces to Unit

Owners; provided, however, the Association shall not have the right to change the location and number of such parking spaces at any time, except upon the written approval of the affected Unit Owner(s), or due to condemnation, destruction or governmental regulations. Any damage to a parking space incurred during the time a space is assigned for the exclusive use of a Unit, whereby damage is caused or suffered beyond normal wear and tear (e.g., pot holes caused by dripping fluids) shall be repaired by the Association and chargeable as a Common Expense of the Association; provided, however, the Association shall be indemnified and held harmless from all expenses or liability incurred and all of such costs, together with interest at the rate of fifteen percent (15%) per annum from the date when such payments were due and any and all costs and attorneys fees incurred in connection with the collection of such sum, shall be paid by and charged against the Unit to which such space was exclusively assigned for prompt reimbursement to the Association.

22.14 Developer Exemptions

A. Anything to this Declaration to the contrary, notwithstanding, so long as the Developer owns, occupies or uses any portion of the Condominium Property:

(1) Nothing herein shall be construed to prevent, limit, or impair the Developer's right and ability to complete development of the Condominium in any manner determined by the Developer, from time to time, including, without limitation, the Developer's right to maintain roads, gates, sales and leasing offices, construction offices and activities, promotional activities, and signage; and

(2) The Association shall take no action which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units or other residential dwelling units.

B. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any company affiliated with Developer, or other person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell Units owned by the Developer. The Developer (and any person or affiliated company designated by the Developer as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this Section 22.14.

22.15 No Representations or Warranties

No representations or warranties of any kind, express or implied, have been given or made by Developer or its agents or employees in connection with any portion of the Property, its physical condition, zoning, compliance with applicable laws, merchantability, habitability, fitness for a particular purpose, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except (a) as specifically and expressly set forth in this Declaration or in written documents delivered by Developer to any owner, and (b) as otherwise required by law.

22.16 Association Rights and Obligations

A. The Association may operate other condominiums in addition to this Condominium. In such case, in addition to the individual expenses of each such other condominium, the Association itself will have Common Expenses applicable to all condominiums which it operates, including, but not limited to management and administrative costs of the

Association itself ("Association Expenses"). A portion of Association Expenses shall be Common Expenses of this Condominium. The proportionate share of Association Expenses for which each Unit in this Condominium is obligated as a Common Expense of this Condominium shall be determined by multiplying the Association Expenses by a fraction, the numerator of which is one and the denominator of which is equal to the total number of condominium units, including the Units, which are operated by the Association at the time the current operating budget for the Association is (was) adopted.

B. The Association shall be required to maintain (e.g. cleanup, landscape and landscape maintenance) property adjacent to the Condominium Property owned by state, county, or municipal authorities, or by any other party which has granted to the Association and the Association has accepted an easement to maintain such property, to the extent that (i) the deterioration of such adjacent property would adversely affect the appearance of the Condominium Property, (ii) the standard of maintenance of the governmental or other entity owning such property is less than the standard of maintenance adopted by the Association for Condominium Property and (iii) appropriate approval or consent is available from the owner of such adjacent property to allow the Association to maintain it.

22.17 Assignment of Developer's Rights

The rights of the Developer under this Declaration may be assigned any number of times, in whole or in part, on either an exclusive or non-exclusive basis by written instrument recorded in the public records of the County. Any partial assignee shall not be deemed the Developer, nor shall it be burdened by any of Developer's obligations arising under this Declaration, except as expressly and specifically assigned and assumed. No assignee shall have any liability for any acts of Developer or any prior developer, prior to the date of assignment or transfer, unless such assignee is assigned and agrees to assume such liability.

22.18 Real Property Covenants

All of the restrictions, reservations, covenants, conditions and easements contained herein, constitute covenants running with the land and shall run perpetually unless terminated or amended as provided herein, and shall be binding upon all Owners, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees, or Mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and all exhibits attached hereto, including the Articles and Bylaws. Both the burdens imposed and the benefits derived from this Declaration shall run with each Unit and all portions of the Condominium, as may be amended from time to time.

22.19 Disclaimers as to Water Bodies

Neither Developer, the Association, nor any of their officers, directors, committee members, employees, management agents, contractors or subcontractors (hereinafter collectively called the "Listed Parties"), shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal or other water body within or adjoining the Condominium Property. Further, all Owners and users of any portion of the Condominium Property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of such Condominium Property, to have agreed to hold harmless the Listed Parties for any or all changes in the quality and level of the water in such bodies. All persons are hereby notified that, from time to time, alligators and other wildlife may inhabit or enter into water

bodies within the Condominium Property and may pose a threat to persons, pets and property, but at the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 29th day of February, 2000.

Signed and sealed in the presence of

PARK LAKE BUILDERS, L.C.,
a Florida limited liability company

By: PARK LAKE PCI, L.C., a Florida
limited liability company, as Member

Print Name: Michael D. Goldberg

By: Scott Porten
Scott Porten, as Managing Member

Print Name: BRENDA LUECK

Joinder by:

BOYNTON OASIS CONDOMINIUM
ASSOCIATION, INC., a Florida corporation

Print Name: Michael D. Goldberg

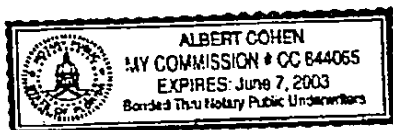
By: Scott Porten
Scott Porten, as President

Print Name: BRENDA LUECK

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

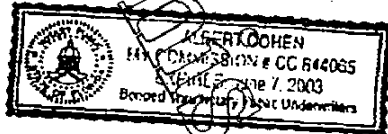
The foregoing instrument was acknowledged before me this 29 day of February, 2000, by SCOTT PORTEN as Managing Member, on behalf of PARK LAKE PCI, L.C., a Florida limited liability company, as Member of PARK LAKE BUILDERS, L.C., a Florida limited liability company, who is personally known to me.

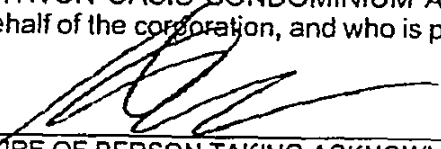


SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
PRINT NAME OF ACKNOWLEDGER:
TITLE:
COMMISSION NUMBER:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of February, 2000, by Scott Porten, as President of BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, and who is personally known to me.





SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
PRINT NAME OF ACKNOWLEDGER:
TITLE:
COMMISSION NUMBER:

This is not a certified copy

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HARBOURTON FINANCIAL CORP. (hereinafter called the "Mortgagee"), is the owner and holder of that certain Mortgage Deed, Security Agreement and Assignment of Rents, Proceeds and Agreements ("Mortgage"), dated March 17, 1999, and recorded on March 23, 1999, in Official Records Book 11000, at Page 371, of the Public Records of Palm Beach County; and

WHEREAS, the Mortgage encumbers all of the Property encumbered by that certain Declaration of Condominium of BOYNTON OASIS, A CONDOMINIUM ("Declaration") recorded herewith;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received, the Mortgagee hereby consents to the Declaration.


WITNESS, the execution hereof this 25 day of February, 2000, to be effective as of the date of recording the Declaration.

Signed, sealed and delivered


 Print Name: Michael D. Goldberg


 Print Name: BRENDA LUECK

HARBOURTON FINANCIAL CORP.

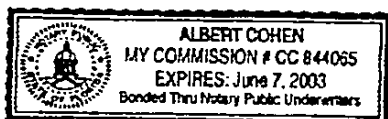
By: 
 Name: James M. Cluett
 Title: Senior Vice President

STATE OF FLORIDA)

) ss:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25th day of February, 2000, by James M. Cluett as Senior Vice President of HARBOURTON FINANCIAL CORP., on behalf of the corporation, and who is personally known to me or who has provided PERSONALLY as identification.



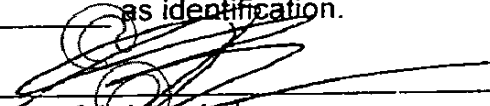

 Signature of Acknowledger
 Name typed, printed or stamped:
 Commission Number 103

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel C, of INDIAN WELLS, according to the Plat thereof, recorded in Plat Book 52 at Page 145, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT the Northerly 2.44 feet of Parcel "C".

This is not a certified copy

EXHIBIT "B" (comprised of 29 pages)

(EXHIBIT "B").
SURVEY, PLOT PLAN
AND

GRAPHIC DESCRIPTION OF IMPROVEMENTS

FOR

BOYNTON OASIS, A CONDOMINIUM

**EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM
OF BOYNTON OASIS, A CONDOMINIUM**

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING FOR BOYNTON OASIS, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF BOYNTON OASIS, A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS, FURTHER ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS, AND COMMON ELEMENTS FACILITY SERVING BUILDING, AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETE.

RICHARD L. SHEPHARD, AND ASSOCIATES, INC.
219 S.E. 23 rd. AVENUE
BOYNTON BEACH, FLORIDA, 33435

DATE, _____

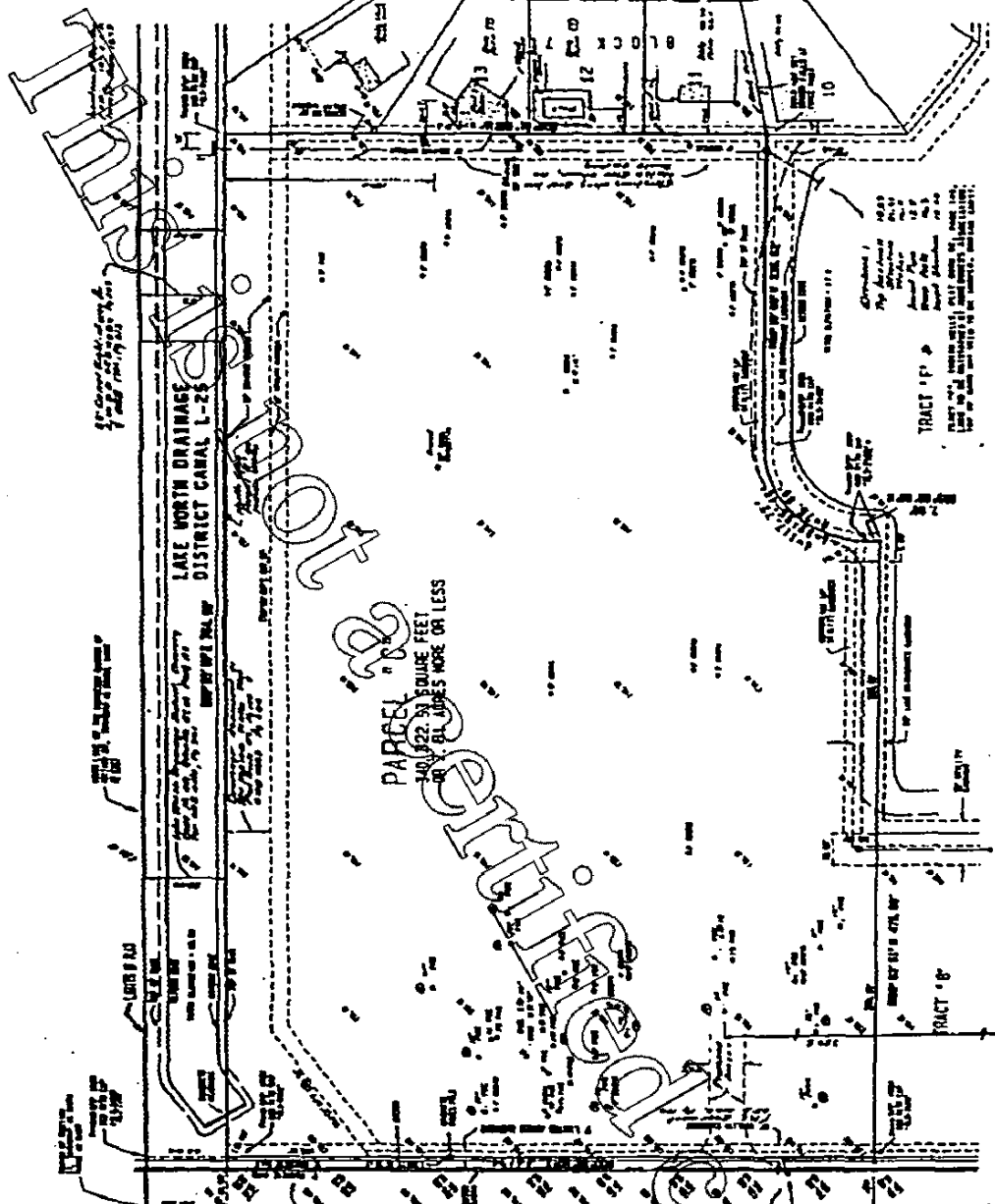
JOSEPH M. TUCKER
PROFESSIONAL LAND SURVEYOR NO. 3285
STATE OF FLORIDA

**EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM
TO BOYNTON OASIS, A CONDOMINIUM**

NOTES;

1. REPRODUCTION OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD BY, ATTORNEY'S TITLE INSURANCE FUND, INC., OWNERS POLICY NO. OMP-1695472
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, AND/OR PARKING SPACES, ARE PART OF THE COMMON ELEMENTS, OR LIMITED COMMON ELEMENTS, AS SHOWN
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN A ACCORDANCE WITH THE INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY PARK LAKE BUILDERS, LC, A FLORIDA LIMITED LIABILITY COMPANY, ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEYS AND MEASUREMENTS AS DEEMED NECESSARY.

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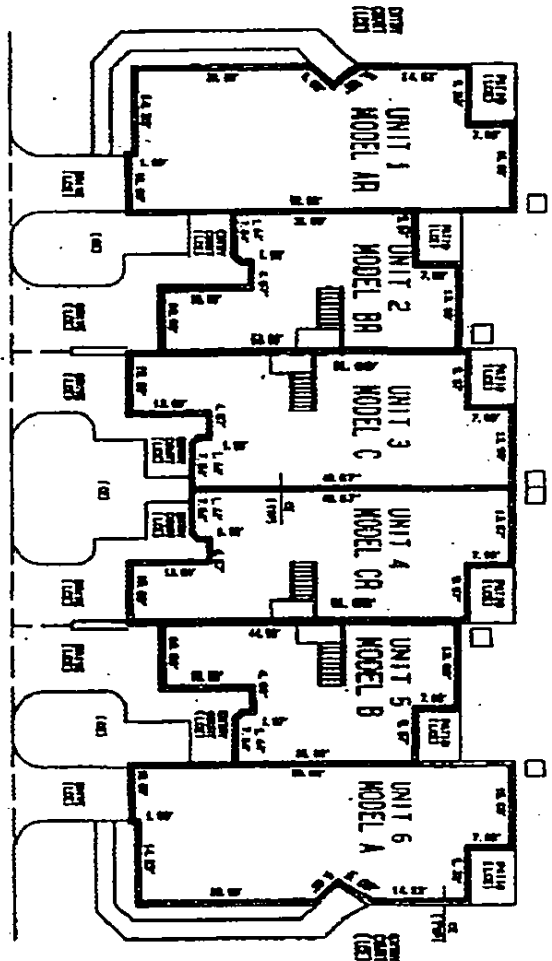


SURVEY OF PROPERTY
RICHARD L. SHEPARD & ASSOC. INC.
REGISTERED LAND SURVEYORS

LEGAL DESCRIPTION
PARCEL 10, 22, 31 SQUARE FEET OR LESS, ACCORDING TO THE SURVEY OF THE LAND OF THE CITY OF LOS ANGELES, CALIFORNIA, IN THE COUNTY OF LOS ANGELES, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN.

UPPER LIMITS OF UNITS 10.60 ELEVATION (2.44' UNITS 1 AND 6)
LOWER LIMITS OF UNITS 22.60 ELEVATION (0.91' (ALL))

FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS (C.E.) UNITS DESIGNATED AS LIMITED COMMON ELEMENTS (L.C.E.).
2. ALL MAJOR WALLS TO THE EXTERIOR AND ALL WALLS LOCATED WITHIN A UNIT, CONSTITUTE PART OF THE COMMON ELEMENTS.
3. ALL CORRIDORS AND VESTIBLES, ALL OTHER UTILITY LINES TO UNITS AND ALL WASTE PIPES, REQUISITE OF LOCATION, CONSTITUTE PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION DECLARATION AND ARE SUBJECT TO THE PUBLIC WAY.

NOTES:

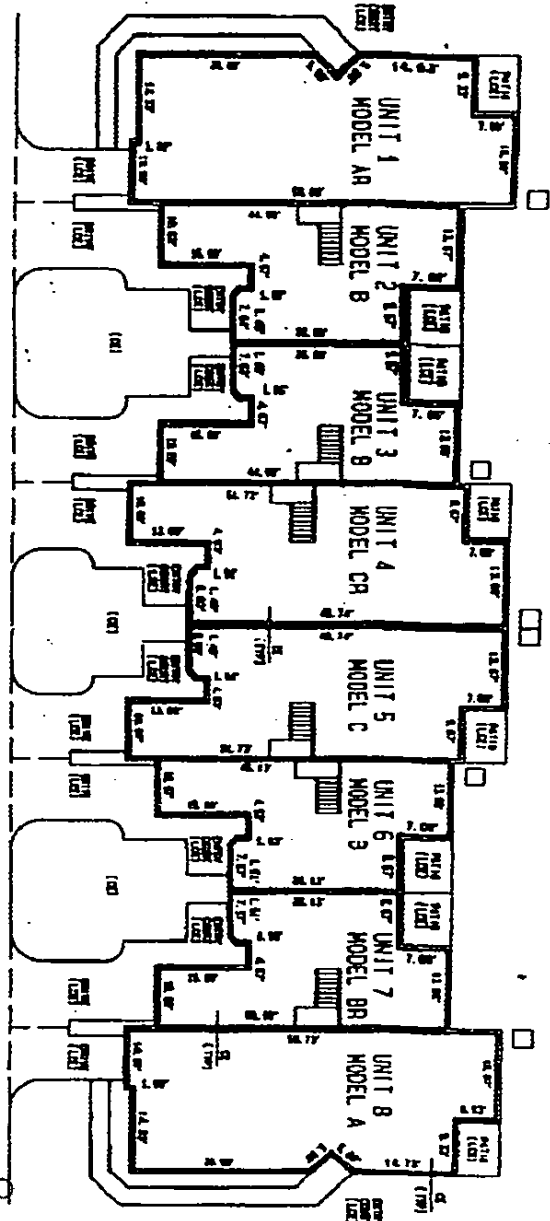
1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AND DATA PROVIDED BY THE ARCHITECT, INCORPORATED, AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. ANY REVISIONS TO THIS PLAN SHALL BE MADE BY THE ARCHITECT, INCORPORATED, AND SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT, INCORPORATED.
2. ALL WALLS ARE 8" THICK UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHICH NOTED) GIVEN IN FEET AND INCHES UNLESS OTHERWISE NOTED.
4. THE PLANS, DIMENSIONS, ELEVATIONS AND LOCATIONS OF THE UNITS, ARE SUBJECT TO THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE DIMENSIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND:

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES LIMITED COMMON ELEMENTS
- INDICATES COMMON ELEMENTS
- INDICATES FLOOR SLAB LEVEL PLATE

LB 2102		Joe Tucker	
		2811 10th Avenue P.O. Box 196 Boynton Beach, Florida 33435	
BUILDING NO. 1 BOYNTON OASIS, A CONDOMINIUM		Scale: _____ Date: _____ By: _____ Drawing No.: _____	

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTION OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PART OF THE COMMON ELEMENTS (C/E) UNLESS INDICATED AS LOCATED COMMON ELEMENT (C/LC).
2. ALL WAREHOUSE WALLS TO THE UNIFORMED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PART OF THE COMMON ELEMENT.
3. ALL CORRELATE AND WIDE TO OUTLINE, ALL OTHER UTILITY LINES TO OUTLINE AND ALL WASTE PIPE, RESIDUAL OF LOCATION, CONSTITUTE PART OF THE COMMON ELEMENT.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN ELEVATIONS SET FORTH IN THE DECLARATION INCLUDING HEIGHTS AND BORDERS TO THE PUBLIC WAYS.

NOTES:

1. THIS PLAN IS COPIED FROM ARCHITECTURAL PLANS AND DATA SUBMITTED BY THE DEVELOPER TO THE BOYNTON OASIS, A CONDOMINIUM PLANNING COMMISSION BY WHICH FIELD SURVEYING AND MEASUREMENTS AS SHOWN HEREON, ARE SUBJECT TO REVISIONS TO THIS PLAN.
2. ALL WALLS AND ALL PART THEREOF ARE ON LINE, UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHEN NOTED) SHOWN IN FEET, ALL SHOWN UNLESS OTHERWISE NOTED.
4. THIS PLANNING INFORMATION INCLUDING REVISIONS OF THIS PLAN, PERTAIN TO THE DECLARATION OF THE CONDOMINIUM.
5. NOTES THE DIMENSIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

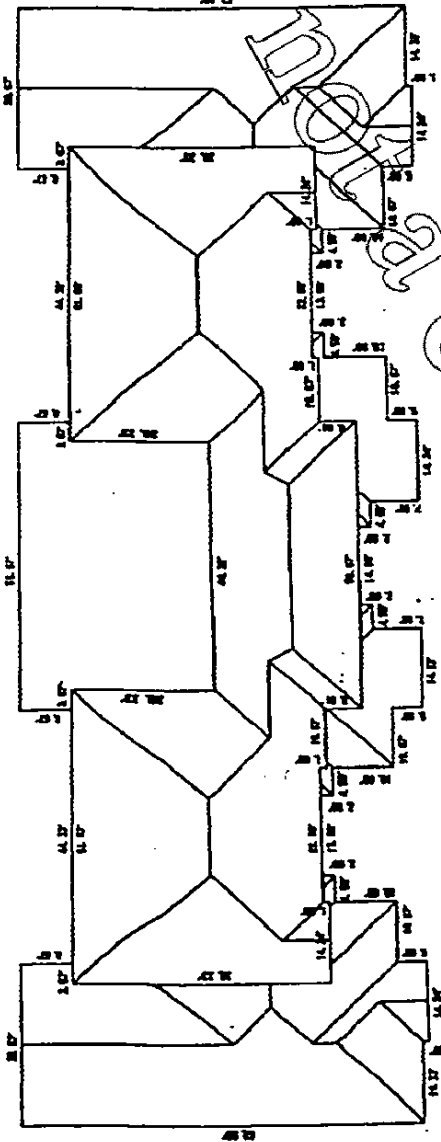
FIRST FLOOR PLAN:

UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 8)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

LEGEND:
—— UNIT BOUNDARY
- - - - - COMMON ELEMENTS
... .. SEA LEVEL DATUM

LB 2102		Joe Tucker	
		190 S.E. 15TH AVENUE FORT LAUDERDALE, FL 33301 PHONE (954) 391-4388 FAX (954) 391-4388 E-MAIL jtt@jtsurvey.com	
BUILDING NO. 2 BOYNTON OASIS, A CONDOMINIUM		Scale: _____ By: _____ Date: _____ Drawing No.: _____	

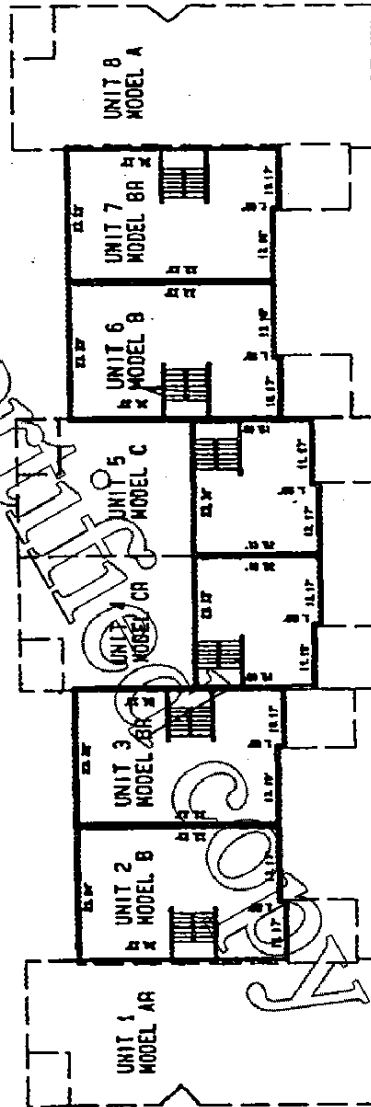
EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



ROOF PLAN;

UPPER LIMITS OF ROOF 39.00 ELEVATION (M.S.L.) (UNITS 1 AND 8)
UPPER LIMITS OF ROOF 47.00 ELEVATION (M.S.L.) (UNITS 2 THRU 7)
LOWER LIMITS OF ROOF 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 8)
LOWER LIMITS OF ROOF 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 7)

ROOF PLAN



SECOND FLOOR PLAN;

UPPER LIMITS OF UNITS 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 7)

SECOND FLOOR PLAN

LEGEND;

- (---) INDICATES UNIT BOUNDARIES
- (---) INDICATES COMMON ELEMENTS
- (---) INDICATES LIMITED COMMON ELEMENTS
- (---) INDICATES COMMON ELEMENTS
- (---) INDICATES MEAN SEA LEVEL DATUM

LB 2102 Joe Tucker

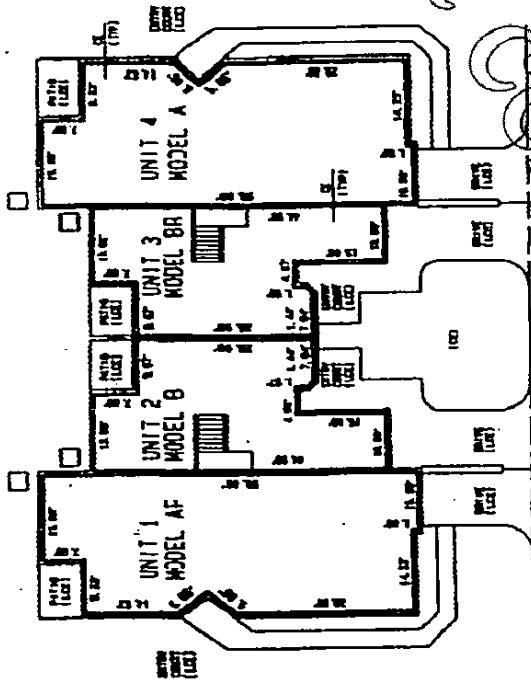


Joe Tucker

BUILDING NO. 2
BOYNTON OASIS, A CONDOMINIUM

Scale	By	Drawing No.
Date	FB	Pg

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN:

UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 4)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

DESCRIPTION:

1. ALL LAND AND ALL BUILDINGS OF THE CONDOMINIUM PROPERTY, NOT WITHIN ANY UNIT OR UNITS, ARE PART OF THE COMMON ELEMENTS (CE). THE CE IS DESIGNATED AS SHOWN ON THE COMMON ELEMENTS (CE) PLAN.
2. ALL WALLS, FLOORS, CEILING, ROOF, AND OTHER UTILITY LINES TO OR FROM THE UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL COMMON ELEMENTS, INCLUDING UTILITY LINES TO OR FROM THE UNIT, AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING EASEMENTS AND RIGHTS TO THE PUBLIC WAYS.

NOTES:

1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AND DATA FURNISHED BY PORTER CONSTRUCTION INCORPORATED, SUPPLEMENTED BY SUCH FIELD SURVEYS AS NECESSARY AS DEEMED NECESSARY TO PREPARE THIS PLAN.
2. ALL WALLS ARE 6 INCH THICK, UNLESS OTHERWISE SHOWN.
3. ELEVATIONS (WHERE SHOWN) ARE IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THE UNITS, REFER TO THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND:

- (L.C.) INDICATES UNIT BOUNDARIES
- (C.E.) INDICATES COMMON ELEMENTS
- (U.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (M.S.L.) INDICATES MEAN SEA LEVEL DATUM

LB 2102

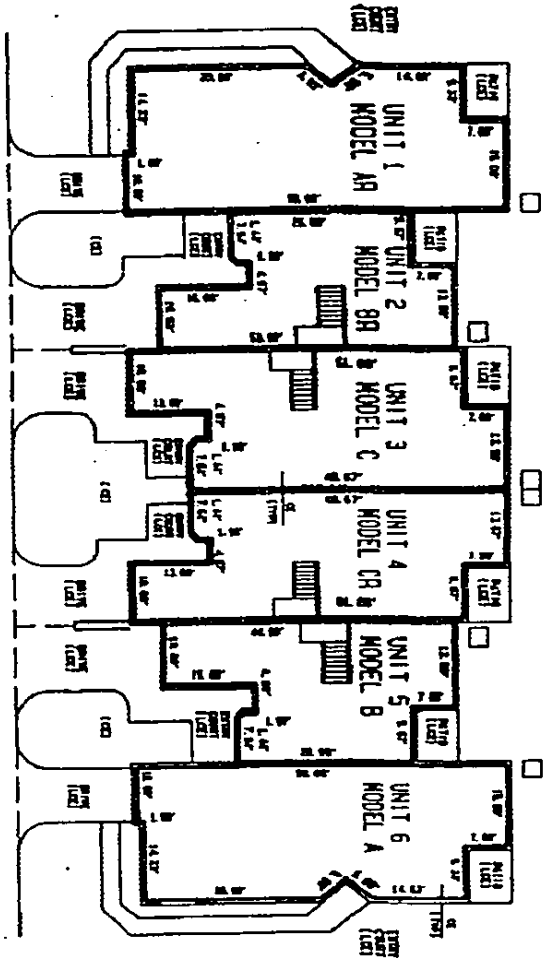
Joe Tucker
LAW OFFICE

PREPARED AND ASSIGNED

DATE: 08/11/04
BY: 08/11/04
BOYNTON OASIS, A CONDOMINIUM
BOYNTON OASIS, A CONDOMINIUM

Scale: _____ Date: _____
By: _____ Pg: _____
Drawing No. _____

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN:

UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.) UNITS 2, UNITS 3, UNITS 4, UNITS 5, UNITS 6
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) UNITS 1, UNITS 2, UNITS 3, UNITS 4, UNITS 5, UNITS 6

FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS (C.E.) UNLESS INDICATED AS LIMITED COMMON ELEMENT (L.C.E.).
2. ALL WEARD WALLS TO THE UNITS ARE PART OF THE COMMON ELEMENTS.
3. ALL CORRELATION AND WORK TO BE DONE, ALL OTHER UTILITY LINES TO UNITS AND ALL WASTE FROM REOARDERS OF UNITS, CONSTITUTE PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION, INCLUDING RIGHTS AND BENEFITS TO THE PUBLIC WAYS.

NOTES:

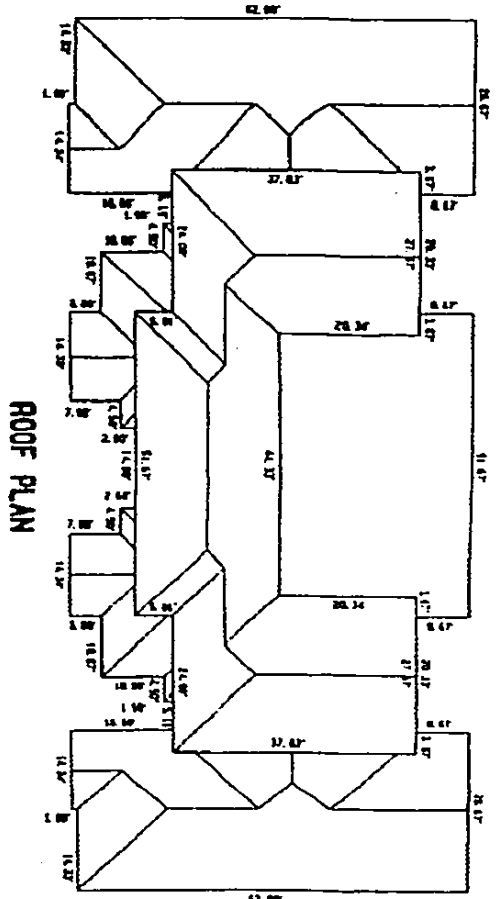
1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AND DATA FURNISHED BY THE ARCHITECT, AND IS NOT TO BE CONSIDERED A CONTRACT DOCUMENT. ANY DISCREPANCIES BETWEEN THIS PLAN AND THE ARCHITECTURAL PLANS SHALL BE RESOLVED BY THE ARCHITECT.
2. ALL WALLS ARE 8" TYPICAL THICK UNLESS OTHERWISE NOTED.
3. ELEVATIONS (UNLESS NOTED) SHOWN IN FEET, AND ARE GIVEN UNLESS OTHERWISE NOTED.
4. FOR FURTHER INFORMATION REGARDING DIMENSIONS OF THE UNITS, REFER TO THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE DIMENSIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND:

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES LIMITED COMMON ELEMENTS
- INDICATES COMMON ELEMENTS
- INDICATES M.S.L. DATUM

LB 2102		Joe Tucker	
		<p>BUILDING NO. 4</p> <p>BOYNTON OASIS, A CONDOMINIUM</p>	
<p>210 S.W. 10th Avenue P.O. Box 100 Boynton Beach, Florida 33435</p> <p>Phone: (407) 391-4300 Fax: (407) 74-1746</p>	<p>Scale: _____</p> <p>Date: _____</p>	<p>By: _____</p> <p>For: _____</p>	<p>Drawing No. _____</p>

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM

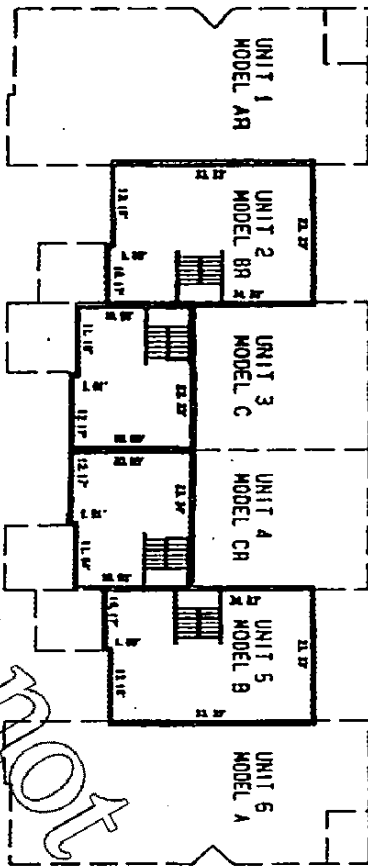


ROOF PLAN:

UPPER LIMITS OF ROOF 39.00 ELEVATION (M.S.L.) (UNITS 1 AND 6)
UPPER LIMITS OF ROOF 47.00 ELEVATION (M.S.L.) (UNITS 2, 3, 4, 5)
LOWER LIMITS OF ROOF 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 6)
LOWER LIMITS OF ROOF 41.60 ELEVATION (M.S.L.) (UNITS 2, 3, 4, 5)

SECOND FLOOR PLAN:

UPPER LIMITS OF UNITS 41.60 ELEVATION (M.S.L.) (UNITS 2, 3, 4, 5)



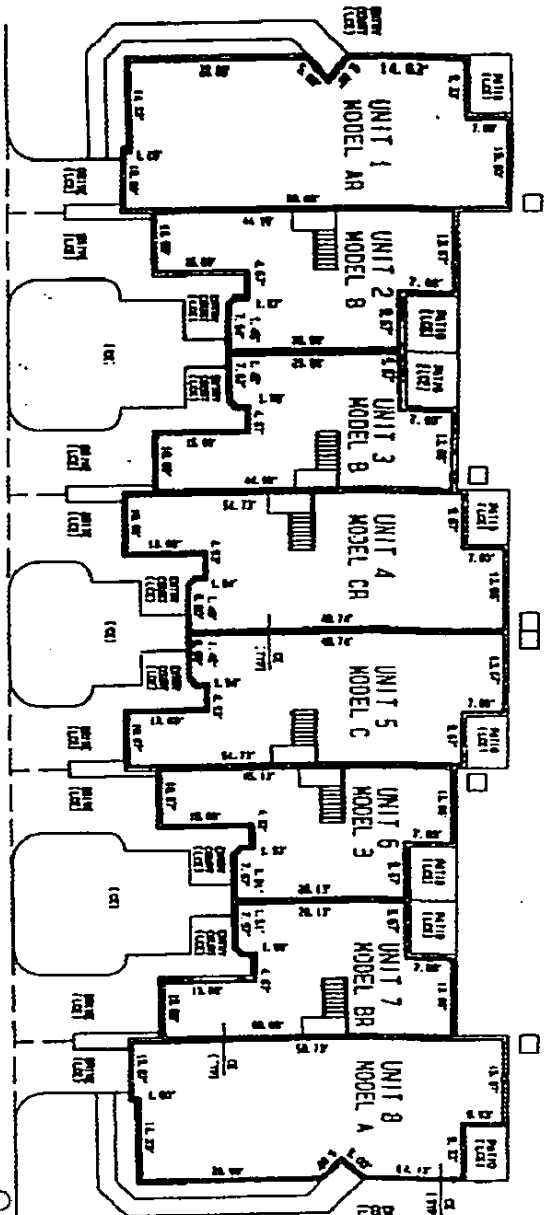
SECOND FLOOR PLAN

LEGEND:

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES UNIT COMMON ELEMENTS
- INDICATES COMMON ELEMENTS
- INDICATES MEAN SEA LEVEL (M.S.L.)

<p>LB 2102</p> <p>Joe Tucker</p> <p>211 S. 10th Street Tampa, FL 33604 Phone: (813) 281-4200 Fax: (813) 281-4200</p>		<p>BUILDING NO. 4</p> <p>BOYNTON OASIS, A CONDOMINIUM</p>	
Scale	By	Date	Drawing No.

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PART OF THE COMMON ELEMENTS (NOT Labeled) DESIGNATED AS LIMITED COMMON ELEMENT (L.C.E.)
2. ALL BUILDING WALLS TO THE UNITS ARE PART OF THE COMMON ELEMENTS.
3. ALL COMMON AREAS AND AREAS TO BE USED BY THE UNITS ARE LOCATED WITHIN A UNIT, COMMONITY PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING EASEMENTS AND EASEMENTS TO THE PUBLIC WAYS.

NOTES:

1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AND DATA FURNISHED BY THE ARCHITECT, INCORPORATED, AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.
2. ALL WALLS ARE 8" THICK UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE NOTED) SHOWN BY THE ARCHITECT ARE BASED ON THE DATA FURNISHED BY THE ARCHITECT.
4. FOR FURTHER INFORMATION REGARDING EASEMENTS OR EASEMENTS TO THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE DIMENSIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

FIRST FLOOR PLAN:

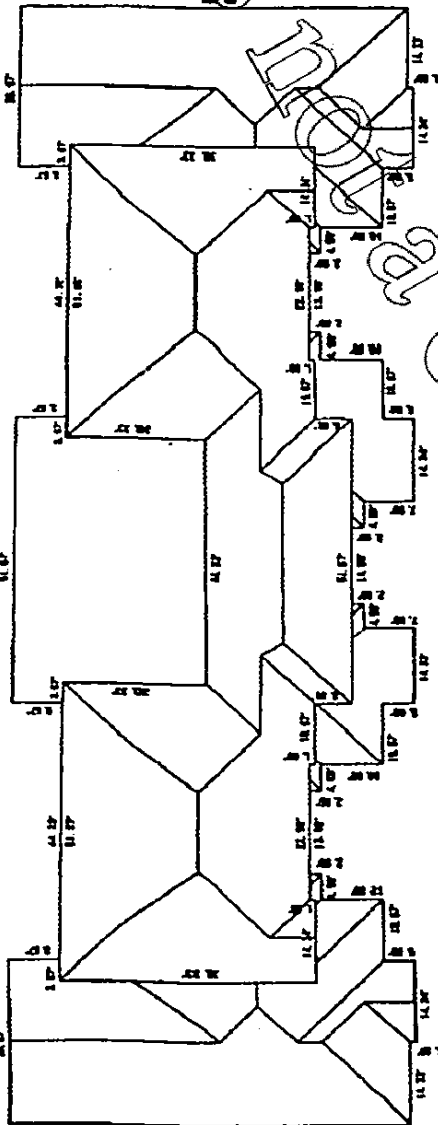
UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 8)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

LEGEND:

- (U.C.) INDICATES UNIT EASEMENTS
- (C.E.) INDICATES COMMON ELEMENTS
- (M.S.L.) INDICATES MEAN SEA LEVEL DATA

LB 2102		Joe Tucker	
		BUILDING NO. 5 BOYNTON OASIS, A CONDOMINIUM	
Scale	By	Date	Drawing No.
1" = 10' (approx.)	Joe Tucker	11/11/78	
117 S.E. 1st Ave. P.O. Box 78 Boynton Beach, Florida 33435			

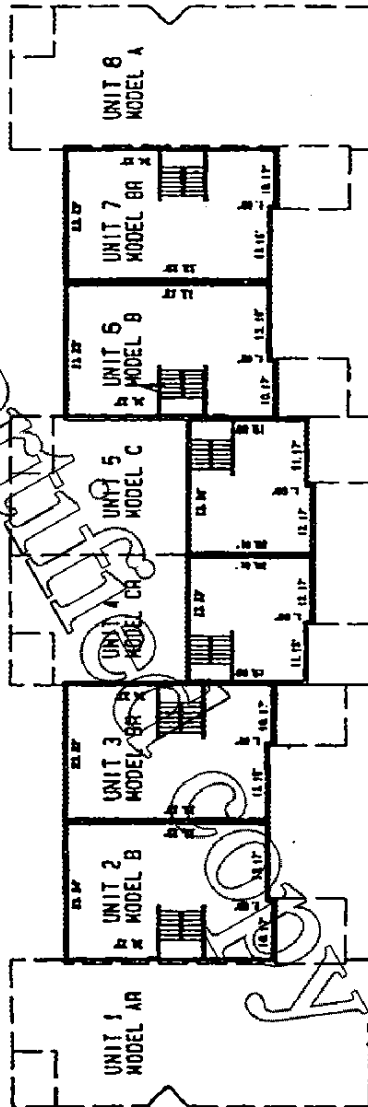
EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



ROOF PLAN

UPPER LIMITS OF ROOF 39.00 ELEVATION (M.S.L.) (UNITS 1 AND 8)
UPPER LIMITS OF ROOF 47.00 ELEVATION (M.S.L.) (UNITS 2 THRU 7)
LOWER LIMITS OF ROOF 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 8)
LOWER LIMITS OF ROOF 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 7)

ROOF PLAN



SECOND FLOOR PLAN;

UPPER LIMITS OF UNITS 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 7)

SECOND FLOOR PLAN

LEGEND:

- (U) INDICATES UNIT BOUNDARIES
- (C) INDICATES COMMON ELEMENTS
- (L) INDICATES LIMITED COMMON ELEMENTS
- (E) INDICATES COMMON ELEMENTS
- (S) INDICATES SECOND FLOOR LEVEL DIVISION

LB 2102 Joe Tucker

LAND SURVEYOR

THE HAVEN SURVEYING AND CONSULTING, INC.

Phone: (201) 261-4300
Fax: (201) 261-4300
Address: 100 S. 10th Avenue
P.O. Box 170
Boynton Beach, Florida 33435

BUILDING NO. 5
BOYNTON OASIS, A CONDOMINIUM

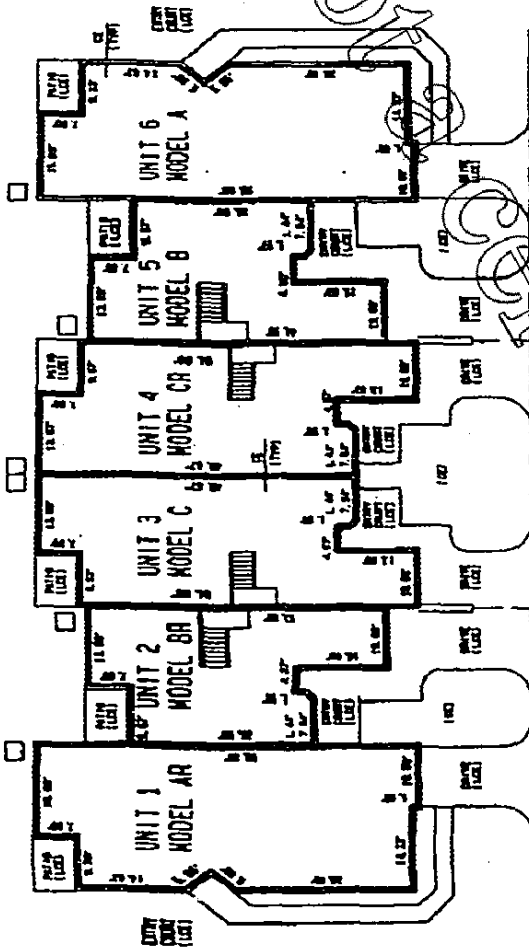
Drawing No.

By _____
Date _____

Scale

Page _____

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN

UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 6)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTIONS OF BOYNTON OASIS, A CONDOMINIUM, NOT WITHIN ANY UNIT OR UNIT ARE PART OF THE COMMON ELEMENTS (SEE UNITS 1 AND 6) AND ARE NOT PART OF THE COMMON ELEMENTS (SEE UNITS 1 AND 6).
2. ALL MEASUREMENTS TO THE INTERIOR SURFACE OF EACH WALL LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONCRETE AND MASONRY TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES REGARDLESS OF LOCATION CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING EASEMENTS AND RIGHTS TO THE PUBLIC WAYS.

NOTES:

1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AS DATA FURNISHED BY PORTS COMPANY INCORPORATED. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY TO PREPARE THIS PLAN.
2. ALL WALLS ARE 8 1/2" THICK UNLESS OTHERWISE SHOWN.
3. ELEVATIONS (WHERE NOTED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THE UNITS REFER TO THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND:

- UNIT BOUNDARIES
- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- COMMON ELEMENTS
- MEAN SEA LEVEL DATUM

LB 2102

Joe Tucker

LAND SURVEYOR

STATE OF FLORIDA

BOYNTON OASIS, A CONDOMINIUM

BOYNTON BEACH, FLORIDA 33435

PHONE (813) 281-4200

FAX (813) 281-4200

BOYNTON BEACH, FLORIDA 33435

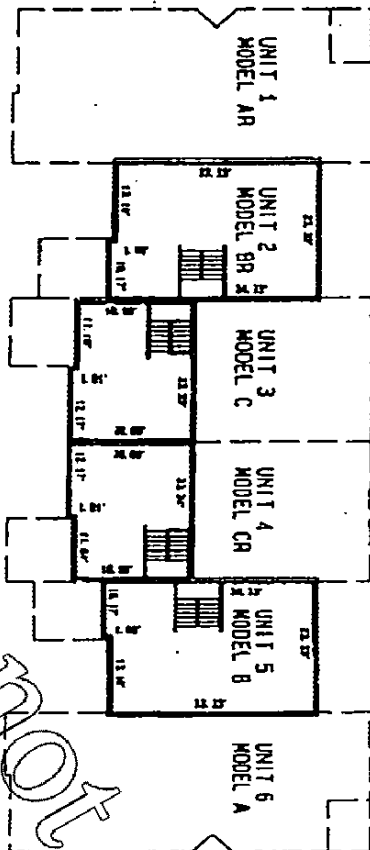
BUILDING NO. 6
BOYNTON OASIS, A CONDOMINIUM

Scale	By	FB	Pg	Drawing No.
0.016				

UPPER LIMITS OF ROOF	39.00 ELEVATION (M.S.L.)	(UNITS 1 AND 2)
UPPER LIMITS OF ROOF	47.00 ELEVATION (M.S.L.)	(UNITS 3, 4, 5)
UPPER LIMITS OF ROOF	50.60 ELEVATION (M.S.L.)	(UNITS 6 AND 7)
LOWER LIMITS OF ROOF	41.60 ELEVATION (M.S.L.)	(UNITS 2, 3, 4, 5)



UPPER LIMITS OF UNITS 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 5)



SECOND FLOOR PLAN

INDICATES UNIT IDENTIFIERS.
INDICATES COMMON ELEMENTS
INDICATES LIMITED COMMON ELEMENTS
INDICATES COMMON ELEMENTS
INDICATES NEAR SET LEVEL CALLS

LB 2102

Joe Tucker

LONG BEACH BOYNTON

BOYNTON OASIS, A CONDOMINIUM

770 AL 2000 apt 404
 10 1000 10
 BOYNTON BLVD, APT 404, 1045
 FAX (561) 726-7541

APR 1997

APR 1997

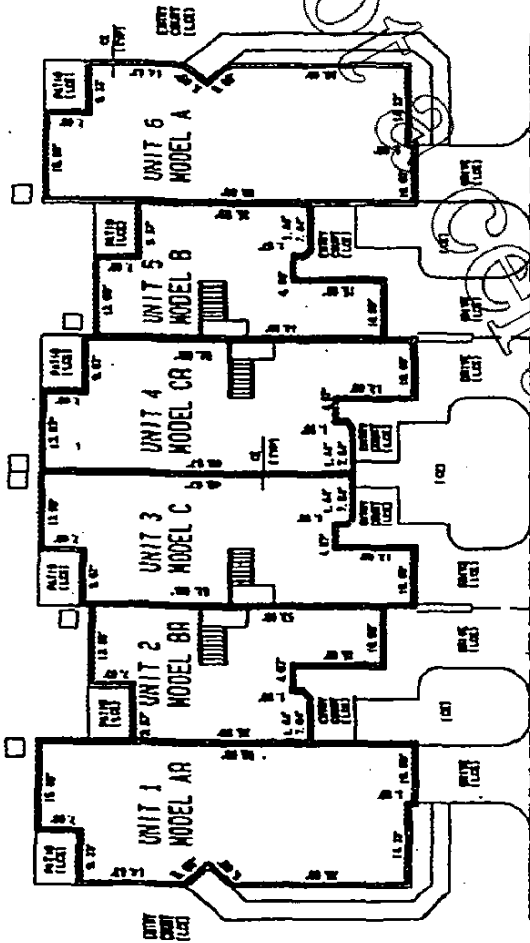
Box (561) 314-4288
 Boynton (561) 727-4945
 FAX (561) 726-7541

BUILDING NO. 7

BOYNTON OASIS, A CONDOMINIUM

Scale	By	Drawing No.
Date	FB _____ PD _____	

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN:

UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.), (UNITS 1 AND 6)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

LEGEND:

INDICATES UNIT BOUNDARIES
INDICATES COMMON ELEMENTS
INDICATES LIMITED COMMON ELEMENTS
INDICATES COMMON ELEMENTS
INDICATES MEAN SEA LEVEL DATUM

DESCRIPTION:

1. ALL LAND AND ALL BUILDINGS OR CONSTRUCTION OF ANY UNIT OR UNITS ARE PART OF THE COMMON ELEMENTS (SEE UNIT 1 FOR DEFINITION OF LIMITED COMMON ELEMENT (LCE)).
2. ALL REAR WALLS OF THE UNITS ARE LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL COMMON AREAS AND OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE AREA REAR WALLS OF THE UNITS ARE LOCATED WITHIN A UNIT.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING NOISES AND ACCESS TO THE PUBLIC WAYS.

NOTES:

1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AND DATA FURNISHED BY FORTEN CONDOMINIA INCORPORATED, SUPPLEMENTED BY SURVEY DATA AND MEASUREMENTS AS DEEMED NECESSARY TO PREPARE THIS PLAN.
2. ALL WALLS ARE 16" THICK UNLESS OTHERWISE SHOWN.
3. ELEVATIONS (WHERE NOTED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THE UNITS, REFER TO THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE EASEMENTS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LB 2102

Joe Tucker
Land Surveyor
THE HUNDRED SHIPWRECK CONDOMINIUMS

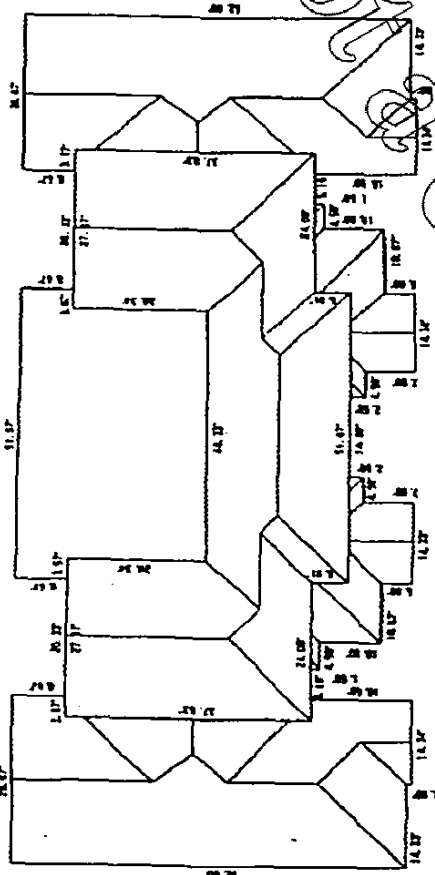
2111 ECHO AVENUE
P.O. BOX 100
BOYNTON BEACH, FLORIDA 33438
PHONE (813) 731-4300
FAX (813) 731-4304

BUILDING NO. 8

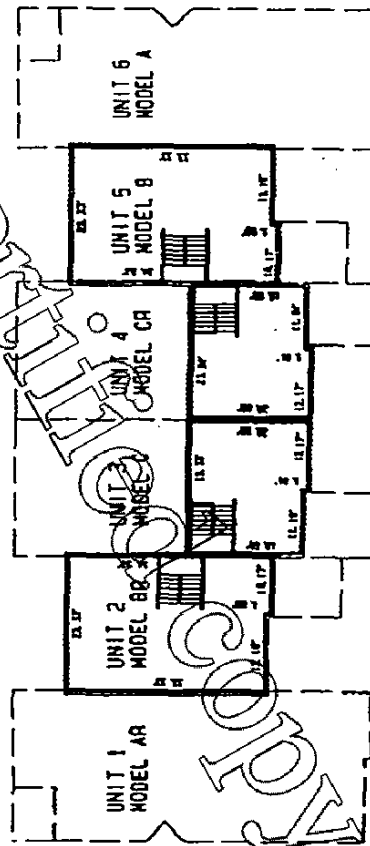
BOYNTON OASIS, A CONDOMINIUM

Scale	By	FB	Drawing No.
Date			

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



ROOF PLAN



SECOND FLOOR PLAN

LEGEND:

- (U) INDICATES UNIT BOUNDARIES
- (C) INDICATES COMMON ELEMENTS
- (L) INDICATES LIMITED COMMON ELEMENTS
- (E) INDICATES ELEVATION ELEMENTS
- (S.L.) INDICATES MEAN SEA LEVEL DATUM

ROOF PLAN:

UPPER LIMITS OF ROOF 39.00 ELEVATION (M.S.L.) (UNITS 1 AND 6)
UPPER LIMITS OF ROOF 37.00 ELEVATION (M.S.L.) (UNITS 2 THRU 5)
LOWER LIMITS OF ROOF 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 6)
LOWER LIMITS OF ROOF 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 5)

SECOND FLOOR PLAN:

UPPER LIMITS OF UNITS 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 5)

LB 2102 Joe Tucker

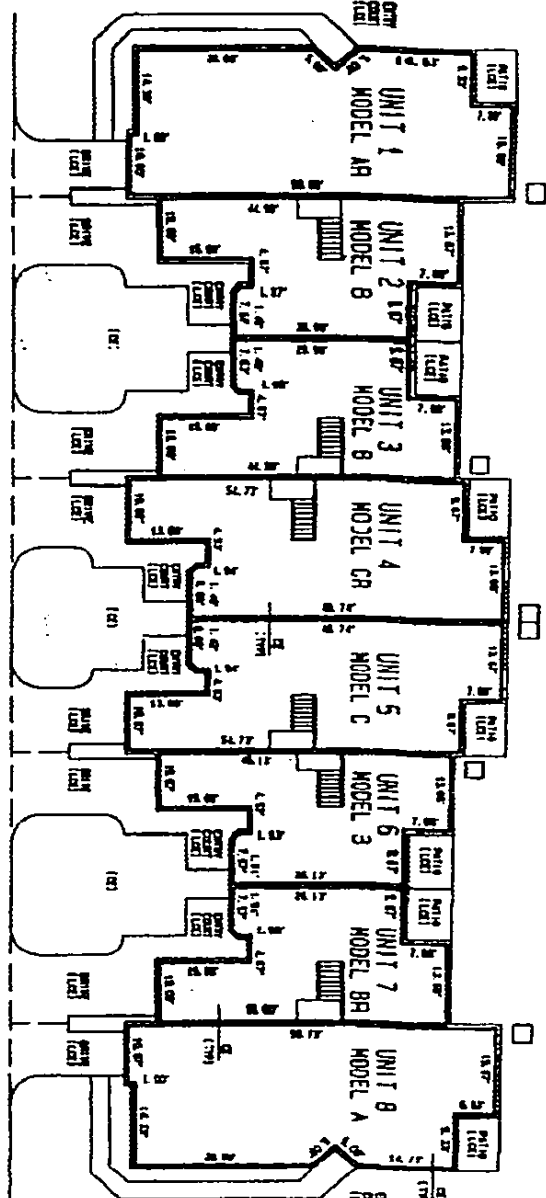


BUILDING NO. 8
BOYNTON OASIS, A CONDOMINIUM

Scale	By	Drawn
Date	PG	Pg

JOE TUCKER, P.E., LICENSE NO. 12545
1000 S.W. 10TH AVENUE
P.O. BOX 750
BOYNTON BEACH, FLORIDA 33435
PHONE: (407) 341-1000
FAX: (407) 341-1000

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PART OF THE COMMON ELEMENTS (CE), UNLESS INDICATED AS LOCATED COMMON ELEMENT, (CLE).
2. ALL REAR WALLS TO THE UNITS ARE LOCATED WITHIN A UNIT, CONSTITUTE PART OF THE COMMON ELEMENTS.
3. ALL COMMONS AND WALKS TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WALLS, FLOORS, ROADS OR LOCATIONS, CONSTITUTE PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING EASEMENTS TO THE PUBLIC WAYS.

NOTES:

1. THIS PLAN IS DERIVED FROM ARCHITECTURAL PLANS AND DATA PROVIDED BY THE CONDOMINIUM DEVELOPER, BOYNTON OASIS, A CONDOMINIUM.
2. ALL WALLS ARE BUILT WITH TRICK LINES OR LINES UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE NOTED) SHOWN IN FEET, ARE BASED ON THE COMMON ELEMENTS ELEVATION.
4. FOR FURTHER INFORMATION, SEE ALSO THE DECLARATION OF THE CONDOMINIUM.
5. NOTE THE DIMENSIONS SET FORTH IN THE DECLARATION FOR COMMON ELEMENTS.

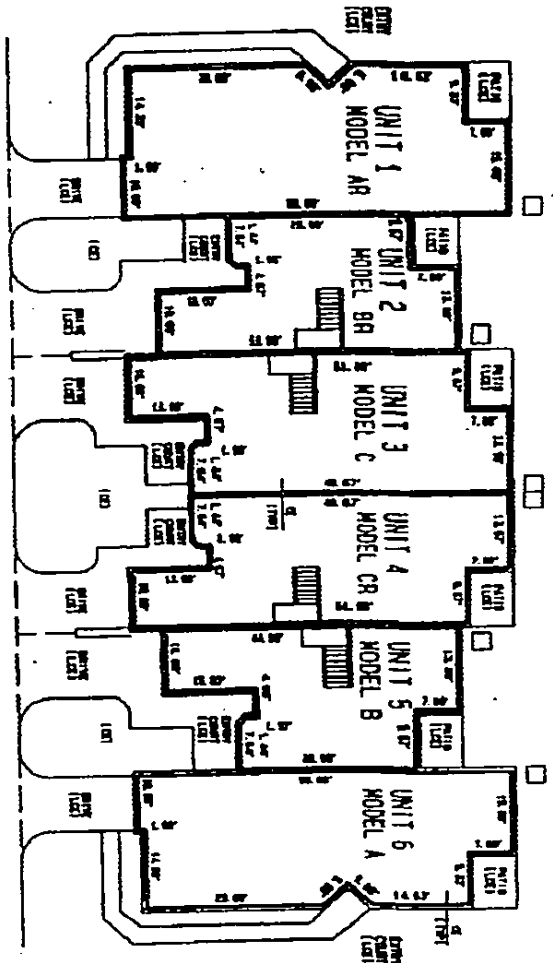
FIRST FLOOR PLAN

UPPER LIMITS OF UNITS 10.60 ELEVATION (M.S.L.) (UNITS 1 AND 8)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

LEGEND:
[Symbol] INDICATES UNIT BOUNDARIES
[Symbol] INDICATES COMMON ELEMENTS
[Symbol] INDICATES UNIT COMMON ELEMENTS
[Symbol] INDICATES COMMON ELEMENTS
[Symbol] INDICATES COMMON ELEMENTS

<p>LG 2102</p> <p>Joe Tucker</p> <p>Land Use Survey</p> <p>100 HARBOR STREET, SUITE 100, BOYNTON OASIS, FL 33426</p>		<p>Building No. 9</p> <p>BOYNTON OASIS, A CONDOMINIUM</p>	
<p>DATE: (01/11/11)</p> <p>BY: (01/11/11)</p> <p>FOR: (01/11/11)</p> <p>REVISION: (01/11/11)</p>	<p>Scale: [Symbol]</p> <p>Date: [Symbol]</p> <p>By: [Symbol]</p> <p>For: [Symbol]</p>	<p>Drawing No. [Symbol]</p>	<p>Page [Symbol]</p>

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PART OF THE COMMON ELEMENTS (CST), UNLESS OTHERWISE DESIGNATED AS LOCATED COMMON ELEMENTS (CLE).
2. ALL BUILDING WALLS TO THE UNITS ARE PART OF THE COMMON ELEMENTS.
3. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE UNIT OWNERS AND ALL WASTE FROM THE COMMON AREAS OF LOCATION, CONSTRUCTION, PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN LIMITATIONS SET FORTH IN THE DECLARATION INCLUDING POWER AND RIGHTS TO THE PUBLIC WAY.

NOTES:

1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AND DATA FURNISHED BY THE ARCHITECT AND IS NOT TO BE CONSIDERED A CONTRACT DOCUMENT. ANY CHANGES TO THIS PLAN SHALL BE MADE BY THE ARCHITECT AND SHALL BE FURNISHED TO THE UNIT OWNERS IN WRITING.
2. ALL WALLS ARE 8" THICK UNLESS NOTED OTHERWISE.
3. ELEVATIONS (NOTED) SHOWN IN FEET, ARE BASED UPON A MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING DIMENSIONS, SEE THE DECLARATION OF THE CONDOMINIUM.
5. NOTE THE DIMENSIONS SET FORTH IN THE DECLARATION ARE RECORDED HEREIN.

FIRST FLOOR PLAN:

UPPER LIMITS OF UNITS 10.60 ELEVATION (M.S.L.) (UNITS 1 AND 6)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

LEGEND:

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES LIMITED COMMON ELEMENTS
- INDICATES COMMON ELEMENTS
- INDICATES MEAN SEA LEVEL DATUM

LB 2102		Joe Tucker	
		BUILDING NO. 10 BOYNTON OASIS, A CONDOMINIUM	
THE S.E. AND S.W. CORNERS OF THE SECTION 10, T.1N, R.1E, S.1W BOYNTON OASIS, FLORIDA 33411	Date: 08/11/2011 08/11/2011	Scale: 1" = 10'	By: JT
		Date: 08/11/2011	Drawing No.: 10

LB 2102

Joe Tucker

1000 E. 10th Street
Tulsa, Oklahoma 74103

Phone: (918) 591-4288
Telex: (918) 591-4288
Fax: (918) 591-4288

BUILDING NO. 10

BOYNTON OASIS, A CONDOMINIUM

Scale	By	
Date	FB	Pg

Drawing No.

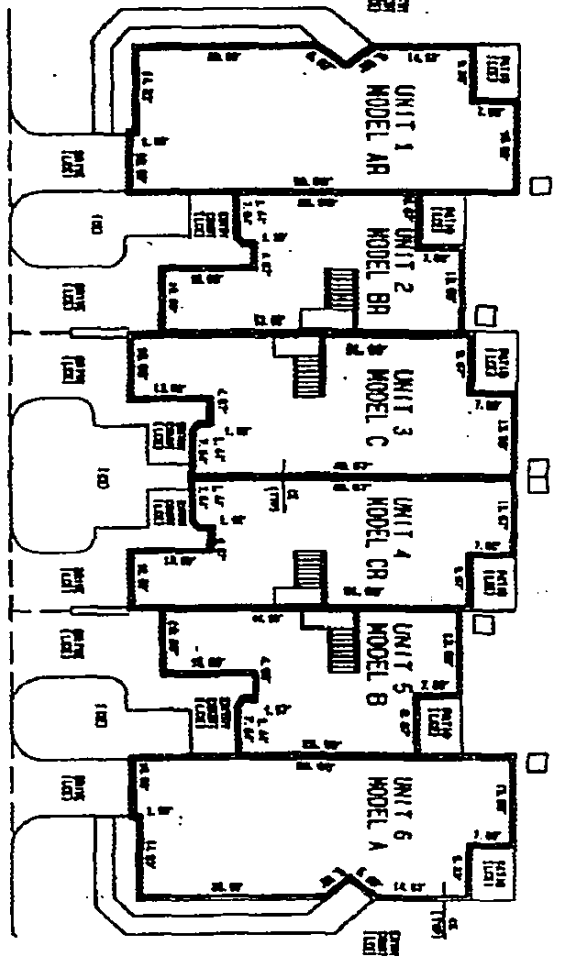


EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM

FIRST FLOOR PLAN:

UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 6)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT ARE PART OF THE COMMON ELEMENTS (CERTAIN UNITS ARE DESIGNATED AS LIMITED COMMON ELEMENTS, "LCE").
2. ALL WEATHER WALLS TO THE UNWEATHERED SURFACE OF LAND WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL OPENINGS AND WORK TO OR FROM ALL OTHER UTILITY LINES TO OR FROM AND ALL WASTE PIPES, REGRADERS OR LOCATIONS CONSTITUTE PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION, INCLUDING DOUBLE AND TRIPLE TO THE PUBLIC WAY.

NOTES:

1. THE PLAN IS COPIED FROM ARCHITECTURAL PLAN AN DATA PLANNED BY NORTH CAROLINA DEVELOPMENT, INC. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF NORTH CAROLINA DEVELOPMENT, INC.
2. ALL WALLS ARE 6 INCH THICK UNLESS OTHERWISE NOTED.
3. ELEVATION (WHERE NOTED) SHOWN IN FEET, ARE BASED ON THE MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOYNTON OASIS, PLEASE CONTACT THE DEVELOPER OF THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE DESIGNATIONS SET FORTH IN THE DECLARATION ARE CONSIDERED NEARLY.

LEGEND:

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES LIMITED COMMON ELEMENTS
- INDICATES COMMON ELEMENTS
- INDICATES MEAN SEA LEVEL DATUM


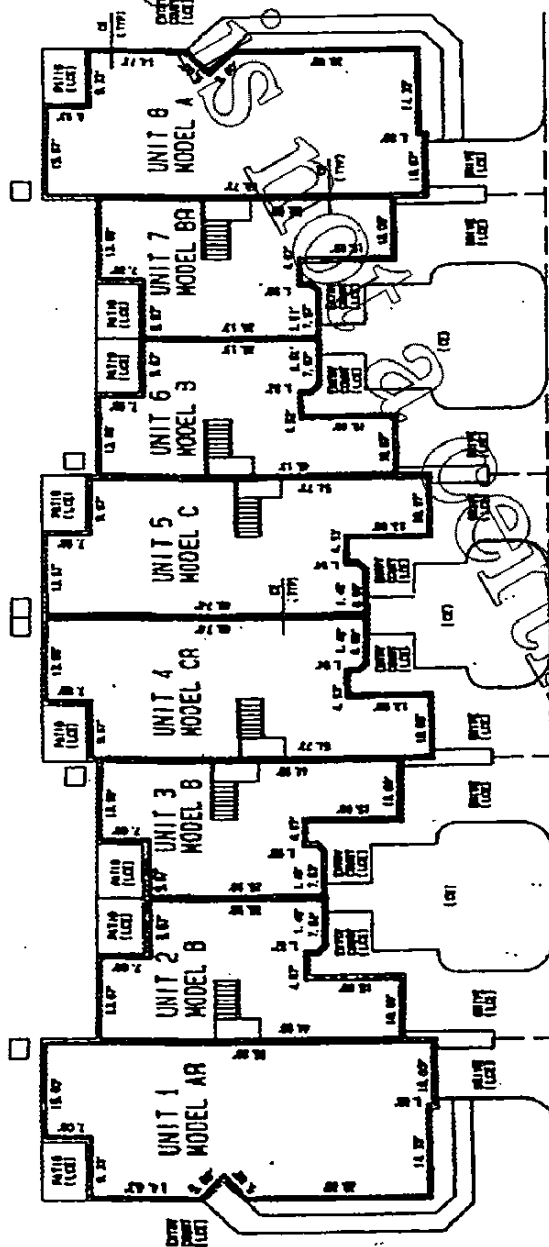
LB 2102		Joe Tucker	
		Date: (2011) 10-1-2011 By: (2011) 10-1-2011 Title: (2011) 10-1-2011	
BOYNTON OASIS, A CONDOMINIUM BUILDING NO. 11		Date: _____ By: _____ Title: _____	

EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF BOYNTON OASIS, A CONDOMINIUM



LEGEND:

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES LIMITED COMMON ELEMENTS
- INDICATES COMMON ELEMENTS
- INDICATES MEAN SEA LEVEL DATUM

(LCE)
(LC)
(R.S.L.)

FIRST FLOOR PLAN:

UPPER LIMITS OF UNITS 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 8)
LOWER LIMITS OF UNITS 22.60 ELEVATION (M.S.L.) (ALL)

FIRST FLOOR PLAN

DESCRIPTION:

1. ALL LAND AND ALL BUILDINGS AND CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PART OF THE COMMON ELEMENTS OF THE CONDOMINIUM, UNLESS INDICATED AS LIMITED COMMON ELEMENT, (LCE).
2. ALL BUILDING WALLS TO THE UNITS, EXCEPT SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL COMMON WALLS AND OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PART OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO THE PUBLIC WAY.

NOTES:

1. THIS PLAN IS COMPILED FROM ARCHITECTURAL PLANS AND DATA FURNISHED BY FORTIN CONSULTING INCORPORATED, FURNISHED BY SURVEY FIELD SURVEY AND MEASUREMENTS AS REQUIRED NECESSARY TO PREPARE THIS PLAN.
2. ALL WALLS ARE SIX FEET THICK, UNLESS OTHERWISE SHOWN.
3. ELEVATIONS (WHERE NOTED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THE UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.
5. NOTE THE EASEMENTS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

Joe Tucher

LB 2102

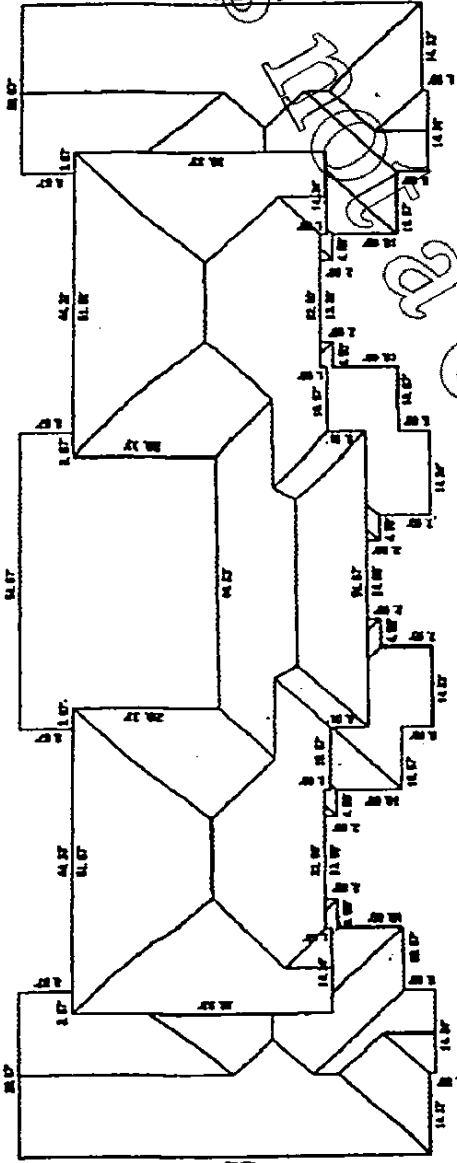


Joe Tucher
Surveying & Mapping
Phone: (813) 397-0300
Fax: (813) 397-0300
Boynton (813) 727-0300
Boynton Beach, Florida 33426

Building No. 12
Boynton Oasis, a Condominium

Scale: _____
By: _____
Date: _____
Drawing No.: _____
Pg: _____

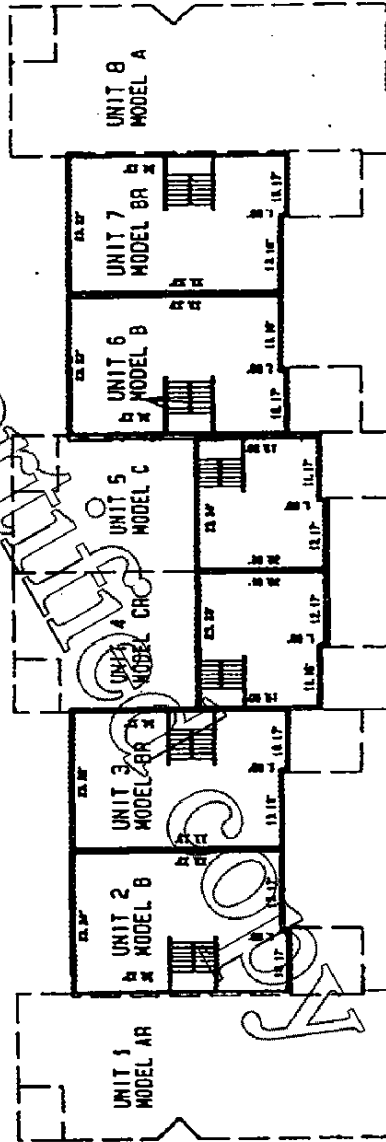
EXHIBIT "B", TO THE DECLARATION OF CONDOMINIUM OF
BOYNTON OASIS, A CONDOMINIUM



ROOF PLAN;

UPPER LIMITS OF ROOF 39.00 ELEVATION (M.S.L.) (UNITS 1 AND 4)
UPPER LIMITS OF ROOF 47.00 ELEVATION (M.S.L.) (UNITS 2 THRU 7)
LOWER LIMITS OF ROOF 30.60 ELEVATION (M.S.L.) (UNITS 1 AND 4)
LOWER LIMITS OF ROOF 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 7)

ROOF PLAN



SECOND FLOOR PLAN;

UPPER LIMITS OF UNITS 41.60 ELEVATION (M.S.L.) (UNITS 2 THRU 7)

SECOND FLOOR PLAN

LEGEND;

- (---) INDICATES UNIT BOUNDARIES
- (---) INDICATES COMMON ELEMENTS
- (---) INDICATES LIMITED COMMON ELEMENTS
- (---) INDICATES COMMON ELEMENTS
- (---) INDICATES MEAN SEA LEVEL DATUM

LD 2102 Joe Tucker



BUILDING NO. 12
BOYNTON OASIS, A CONDOMINIUM

Scale	By	Drawing No.
Date	FB	Pg

JOE TUCKER
12509
P.O. BOX 12509
BOYNTON BEACH, FLORIDA 33435
PHONE (813) 391-4200
FAX (813) 391-4200
CELL (813) 727-6648
FAX (813) 724-7948

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 8, 1999, as shown by the records of this office.

The document number of this corporation is N99000004240.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of July, 1999

Katherine Harris

Katherine Harris
Secretary of State

FILED
99 JUL -8 PM 9:26
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
FOR
BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit

The undersigned incorporators by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof for the operation of a condominium (the "Condominium"). It is intended that the Condominium will consist of seventy-eight (78) Condominium Units; provided, however, such number may be changed from time to time by the Board of Directors.

ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium of BOYNTON OASIS, A CONDOMINIUM (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

POWERS

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate and administer the Condominium, pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against "Members" of the Association (as defined in Article 5 hereof) as Unit Owners (the "Owners" or "Unit Owners"), and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the "Condominium Property" (as defined in the Declaration) and insurance for the protection of the Association, its officers, Board of Directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and "Association Property" (as hereinafter defined in Article 4.3 hereof), subject, however, to the limitation regarding assessing Units owned by "Declarant" (as defined in the Declaration) for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or Bylaws.
- (h) To contract for the management and maintenance of the Condominium Property and Association Property, and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, including its Board of Directors and all officers, shall, however, retain at all times the powers, and duties granted by

the Condominium Act, and the Declaration, including, but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (i) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds (hereinafter collectively referred to as "Association Property") shall be held for the benefit and use of the Members in accordance with the provisions of the Act, the Declaration, these Articles and the Bylaws. Association Property shall be subject to reasonable regulation by the Board of Directors.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE V

MEMBERS

5.1 Membership. The members of the Association ("Members") shall consist of the Declarant and all of the record title Owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were Members, at the time of such termination, and their successors and assigns, as further described in the Declaration.

5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws; provided, however, the Declarant shall also have additional votes in accordance with its Class B Membership, as provided in the Declaration. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VI

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator to these Articles is as follows:

NAME

ADDRESS

Michael D. Goldberg

832 South Military Trail
Deerfield Beach, FL 33442

ARTICLE VIII

OFFICERS

Subject to the direction of the Board of Directors (described in Article 9 below), the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President
Vice President
Vice President/Secretary

Debra Sellitti
Gerald Davis
Michael D. Goldberg

ARTICLE IX

BOARD OF DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board" or "Board of Directors") consisting of the number of Board Members determined in the manner provided by the Bylaws, but which shall consist of not less than three (3), nor more than nine (9) Board Members. Members of the Board of Directors need not be Members of the Association or residents of Units in the Condominium.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Board Members of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Michael D. Goldberg	832 South Military Trail Deerfield Beach, FL 33442
Debra Sellitti	832 South Military Trail Deerfield Beach, FL 33442
Gerald Davis	832 South Military Trail Deerfield Beach, FL 33442

ARTICLE X INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any Board Member or officer, or their agents, who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such party is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also

determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

- 10.2 Expenses. To the extent that a Member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Member of the Board, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member of the Board, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Member of the Board, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said person against such liability under the provisions of this Article.
- 10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article X may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII

AMENDMENTS

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

- 12.1 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.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Members of the Board and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than sixty-seven percent (67%) of the entire Board of Directors; or
 - (b) after control of the Association is turned over to Unit Owners other than the Declarant, by not less than eighty percent (80%) of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) after control of the Association is turned over to Unit Owners other than the Declarant, by not less than one hundred percent (100%) of the entire Board of Directors; or
 - (d) before control of the Association is turned over to the Unit Owners other than the Declarant, by not less than sixty-seven percent (67%) the entire Board of Directors.
- 12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers," without the approval in writing of all Members and the joinder of all mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or its Affiliate, unless Declarant or its Affiliate shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4 Declarant. Declarant has the absolute right, without the joinder of the Association or any other party, to amend these Articles (consistent with the provisions of the

Declaration allowing certain amendments to be effected by the Declarant alone) without any consent of Members.

- 12.5 Recording. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy certified by the Department of State shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIII

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at 832 South Military Trail, Deerfield Beach, Florida 33442, or such other place as may subsequently be designated by the Board of Directors.

ARTICLE XIV

CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

ARTICLE XV

REGISTERED AGENT

The initial registered agent of the Association shall be Corpco, Inc., 2699 South Bayshore Drive, 7th Floor, Miami, Florida 33133.

IN WITNESS WHEREOF, the Incorporator has affixed his signature as of this 30 day of June, 1999.


MICHAEL D. GOLDBERG

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091 AND 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST, THAT BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT PALM BEACH COUNTY, STATE OF FLORIDA, HAS NAMED CORPCO, INC., 2699 SOUTH BAYSHORE DRIVE, 7TH FLOOR, MIAMI, FLORIDA 33133, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

BOYNTON OASIS CONDOMINIUM
ASSOCIATION, INC.

By: 

Michael D. Goldberg

TITLE: Incorporator

DATE: June 30, 1999

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, CORPCO, INC. HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF ITS DUTIES.

CORPCO, INC.
Registered Agent

By: 

Marc L. Faust,
Vice President

DATE: July 6, 1999

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
FOR
BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit

Pursuant to Section 617.1006, Florida Statutes, the Articles of Incorporation of the above-named Corporation are hereby amended as follows:


1. Article V, Section 5.3 of the Articles of Incorporation is hereby deleted in its entirety and replaced with the following new Section 5.3:

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned."

2. The foregoing Amendment was adopted pursuant to Article XII of the Articles of Incorporation on December 6, 1999.

3. There are no members entitled to vote on this Amendment. The Amendment was adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Amendment this 29 day of February, 2000.



Scott Porten, President

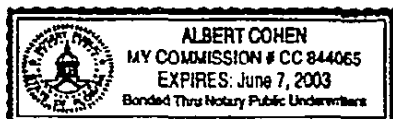


Michael D. Goldberg, Vice President/Secretary

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

(Corporate Seal)

Subscribed and sworn to before me by Scott Porten, as President, and Michael D. Goldberg, as Vice President/Secretary of Boynton Oasis Condominium Association, Inc., a Florida corporation not for profit, on behalf of said corporation who are personally known to me or who produced _____ as identification on this 29 day of February, 2000.



Signature of Notary Public

Print name:

Commission number:

Commission expires:

EXHIBIT "D" (comprised of 30 pages)

**BYLAWS OF
BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation not for profit
organized under the laws of the State of Florida**

**Article 1
GENERAL**

1.1 The Name. The name of the Corporation shall be BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association."

1.2 Principal Office. The principal office of the Corporation shall be at 832 South Military Trail, Deerfield Beach, Florida 33442, or at such other place as may be subsequently designated by the Board of Directors.

1.3 Identity. In addition to these Bylaws being the Bylaws of the Association, these bylaws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") for the purpose of administering, operating and managing Boynton Oasis, A Condominium (the "Condominium").

1.4 Definitions. As used herein, these Bylaws shall be referred to as the "Bylaws," the Articles of Incorporation of the Association as the "Articles," the term "Corporation" shall be the equivalent of "Association," "Developer" shall be equivalent to the "Declarant" as both may be used and interchanged throughout these Bylaws, the Articles, and the Declaration. All other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of BOYNTON OASIS, A Condominium ("Declaration"). Any terms not defined in the Declaration shall have those definitions established by the Act.

Article 2

MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership. Membership in this Association shall be as specified in the Articles and the Declaration and shall be limited to Unit Owners in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a Unit shall be cast by the Voting Member. If Unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its Voting Member. Developer, or its assignee, nominee, designee or successor, as a Unit Owner of unsold Units, shall be deemed a Unit Owner and Member of this Association.

2.2 Voting. In any meeting of members, the Unit Owner of each Unit shall be entitled to one (1) vote. If a Unit Owner owns more than one Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible. Unless otherwise set forth herein or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of

a majority of the voting interests ("Voting Interests") to be cast by the Members in attendance at any meeting having a quorum.

2.3 Quorum. Unless otherwise provided in these Bylaws, the presence, in person, or by proxy, of 33-1/3 of the Voting Interests of the Association constitutes a quorum. Voting rights of no Unit Owner may be suspended pursuant to the provisions of the Declaration of these bylaws for any violation of same, pursuant to Section 718.106, Florida Statutes. A quorum is not required for elections conducted by the Association, pursuant to Section 718.112(2)(d), Florida Statutes.

2.4 Proxies. Except where otherwise provided by law, in the Declaration, the Articles of Incorporation or in these Bylaws (including, but not limited to Section 4.2 hereof), votes may be cast in person or by proxy. Unit Owners may not vote by general proxy but may vote by limited proxies. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to, or at, the meeting at which they are to be used, and shall be effective only for the specific meeting for which they were originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Where a Unit is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to: (i) waive or reduce reserves; (ii) waive financial statement requirements; (iii) amend the Declaration; (iv) amend the Articles of Incorporation or Bylaws; and (v) for any other matter for which the Florida Condominium Act requires or permits a vote of the Unit Owners. (No proxy, limited or general, shall be used in the election of Board members). General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. (Notwithstanding the provision of this subsection 2.4, Unit Owners may vote in person at Unit Owner meetings.)

2.5 Designation of Voting Member. If a Unit is owned by one person, his right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the Unit's vote shall be designated in a certificate to be filed with the Secretary, signed by all of the record Unit Owners of the Unit. If a Unit is owned by a corporation, it shall designate the officer, employee or agent entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by its President or Vice President and attested to by its Secretary or Assistant Secretary. The person designated in such certificate shall be known as the Voting Member. If, for a Unit owned by more than one person or by a corporation, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable:

- A. They may, but they shall not be required to, designate a Voting Member;

B. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

C. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

Article 3 MEMBERSHIP AND MEETINGS

3.1 **Place.** All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **Notice.** It shall be the duty of the Secretary to send by regular mail or deliver a notice of each annual or special meeting to each Unit Owner, and to post a copy of said notice in a conspicuous place on the property, at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium property upon which all notices of Unit Owner meetings shall be posted. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner. All notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice or by a U.S. post office certificate of mailing and such proof shall be retained in the official records of the Association as proof of such mailing. Notice of specific meetings may be waived before or after the meeting.

3.3 **Annual Meeting.** There shall be an annual meeting of the Unit Owners for the purpose of electing directors and transacting any other authorized business shall be held at 8:00 p.m., Eastern Standard Time, on the first Tuesday in December of each year, or at such other time as shall be selected by the Board of Directors. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **Special Meetings.** Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Voting Members representing forty percent (40%) of the Voting Interests. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **Action by Members Without a Meeting.** Notwithstanding anything herein to the contrary, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members may, to the extent same is lawful, be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the Members (or persons authorized to cast the vote of any

such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.6 **Adjourned Meeting.** If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.7 **Order of Business.** The order of business at annual Members' meetings and as far as practical at other Members' meetings, shall be:

A. Calling to order by President or Chairman;

B. Appointment of chairman of the meeting by the President or, in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association or a representative of the Association's management company who will conduct the meeting without vote;

C. Calling of the roll and certifying of proxies;

D. Proof of notice of the 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; and

M. Adjournment.

3.8 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Article 4

DIRECTORS

4.1 **Membership.** The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5) Directors.

The exact number of Directors will be determined from time to time upon majority vote of the membership. All Directors shall be Unit Owners, or, in the case of partnership Unit Owners, shall be members or employees of such partnerships; or, in the case of corporate Unit Owners, shall be directors, officers, stockholders or employees of such Corporation; or, in the case of fiduciary Unit Owners, shall be the fiduciaries or their beneficiaries, or directors, officers, stockholders or employees of a corporate fiduciary, or their corporate beneficiary, or partners or employees of a partnership fiduciary. No Director shall continue to serve on the Board after he ceases to be a Unit Owner or an interested party in a Unit Owner as specified in the preceding sentence. The above provisions of this subsection 4.1 and subsection 4.2 shall not apply to Directors elected by the Developer in accordance with subsection 4.15 hereof.

4.2 **Election of Directors.** Election of Directors shall be conducted in the following manner:

A. Election of directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

B. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election of members of the Board of administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

C. Written notice of the scheduled election shall be mailed to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

D. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

E. Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in Paragraph G below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than thirty-five (35) days before the election. The failure of the Association to mail or personally deliver a copy of a timely

delivered information sheet of each eligible candidate to the eligible voters shall render any election held null and void. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association. The Association has no liability for the contents of the information sheets prepared by the candidates.

F. The Board shall hold a meeting following the deadline for a candidate to provide notice to the Association of intent to run.

G. Not less than thirty (30) days before the scheduled election, the Association shall mail or deliver to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot which shall list all candidates and any information sheets timely submitted by the candidates. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

H. The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. All ballot forms shall be uniform in color and appearance. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Act

I. Any envelopes containing ballots not prevalidated as provided in subsection 4.2(J) below shall be collected by the Association and shall be transported to the location of the election. Either the Board or persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(J) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of

whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Rule 61B-23.001, Florida Administrative Code.

K. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board.

L. The provisions of this subsection 4.2(B) through 4.2(K), inclusive, are in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Rule 61B-23.0021, Florida Administrative Code. In the event such statute or rule is repealed, the Board shall determine the procedure for elections of directors. In the event said statute or rule is amended, these Bylaws shall be deemed automatically amended to comply with any such changes.

M. The provisions of this subsection 4.2 may be amended by a two-thirds (2/3) vote of the total Voting Interests to provide for different voting and election procedures, provided that the proposed amendments comply with Florida law, as amended from time to time.

N. Notwithstanding anything contained herein to the contrary, balloting is not necessary to fill any vacancy unless there are two (2) or more eligible candidates for that vacancy. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

O. At any time after a majority of the Board is elected by Members other than the Developer of the Condominium, at any duly convened regular or special meeting of Members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of Voting Members casting not less than a majority of the total votes of the Association. A successor may then and there be elected to fill any vacancies created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

P. Except as to vacancies resulting from removal of Directors by Members, if the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor

who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

Q. Any Director may resign at any time by Sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board. The transfer by a Director of title to his parcel shall, effective as of the date of title transfer, automatically constitute a resignation from the Board.

R. Until a majority of the Directors are elected by the Members other than the Developer, however, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

4.3 **Term.** Vacancies on the Board caused by the expiration of a Director's term shall be filled by electing new Board members. The term of each director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Board shall serve in accordance with subsection 4.15 hereinafter.

4.4 **Recall.** Subject to the provisions of Section 718.301, Florida Statutes, and subject to the provisions of Article 4 of these Bylaws, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a Director shall be further governed by Section 718.12(2)(j), Florida Statutes.

4.5 **Organizational Meeting.** The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Adequate notice of such meeting shall be posted conspicuously on Condominium property at least 48 continuous hours preceding such meeting, except in the case of emergency, and no further notice of the organizational meeting shall be necessary.

4.6 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally, or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board and any committee thereof at which a quorum of the members of that committee are present, shall be open to all Unit Owners, and notice of such meetings, which notice shall specifically state an identification of agenda items, shall be posted conspicuously at each Condominium forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one (1) members of the board such emergency action shall be noticed and ratified at the next regular meeting

of the board. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted. Notice of any meeting where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The right of a Member to attend such meetings includes the right of the Member to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided, however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage or usage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

4.7 Special Meetings. Special meetings of the Directors may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of two-thirds (2/3rd) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at each Condominium forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any special meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners or posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted. Notice of any meeting where regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. The right of a Member to attend such special meetings includes the right of the Member to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section 4.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

4.8 Waiver of Notice. Any director may waive notice of a meeting before 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 such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 **Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. 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, except when approval by a greater number of directors is required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes

4.10 **Adjourned Meetings.** If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 **Presiding Officer.** The presiding officer of the directors' meetings shall be chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The President or, in his absence, a majority of the Board, may appoint, without vote, the attorney of the Association or a representative of the Association's management company to act as chairman to conduct the meeting.

4.12 **Order of Business.** The order of business at directors' meetings shall be:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Election of officers;
- F. Unfinished business;
- G. New business; and
- H. Adjournment.

4.13 **Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representative, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 **Compensation.** Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the Voting Members at a membership meeting. Directors may be compensated for services performed outside the scope of their services as directors. Notwithstanding anything to the contrary contained in this subsection 4.14, no director, officer or manager required to be licensed under Section 486.432, Florida Statutes, shall solicit, offer to accept,

.or accept any thing or service of a value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes. However, this subsection 4.14 does not prohibit a director, officer or manager from accepting services or items received in connection with trade fairs or education programs.

4.15 Developer Control of Board; Turnover. Developer shall initially appoint three (3) Directors and then thereafter, shall have the right to appoint and replace all Directors and Officers; provided, however, upon the sale or transfer by Developer of fifteen percent (15%) of the Units to Unit Owners other than the Developer, the Members other than the Developer shall be entitled to elect, at a meeting of Members, one-third of the Directors to the Board. Upon the election of such Director by Members other than the Developer, the Developer shall designate one of the three Directors appointed by it to resign. This procedure is intended to give Members other than the Developer a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Developer Members, and (ii) to promote the ability of non-Developer Members to manage the Association, in anticipation of turnover.

The Developer shall turn over control of the Association to Unit Owners other than the Developer upon the first to occur of the following:

- (1) Three (3) years after fifty percent (50%) of the Units have been conveyed to Unit Owners;
- (2) Three (3) months after ninety percent (90%) of the Units have been conveyed to Unit Owners;
- (3) When all of the Units have been completed, some of which have been conveyed to Unit Owners, while none of the others are being offered for sale by Developer in the ordinary course of business;
- (4) When some of the Units have been conveyed to Unit Owners and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or
- (5) the date which is seven (7) years from the date on which this Declaration is recorded amongst the Public Records of the County.

Upon any of the foregoing events, Developer shall cause all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners, other than the Developer, to elect Directors and assume control of the Association. Within seventy-five (75) days after the Unit Owners are entitled to elect one or more Directors, the Association shall call, and give no less than sixty (60) days' notice for the election of Directors. Provided the foregoing notice of meeting is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon any of those events occurring as set forth above. Upon such turnover, the Developer shall retain all voting rights incident

to its ownership of Units. Notwithstanding the foregoing, as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units, the Developer is entitled to elect one member of the Board.

Within a reasonable time after control of the Association is turned over to Unit Owners other than the Developer (but not more than sixty (60) days after such event), the Developer shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable:

- A. The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- B. A certified copy of the Articles of Incorporation for the Association;
- C. A copy of the Bylaws of the Association;
- D. The Minute Books, including all minutes, and other books and records of the Association;
- E. Any rules and regulations which have been adopted;
- F. Resignations of resigning officers and Board members who were appointed by the Developer;
- G. Audited financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be inspected, at the Association's expense, by an independent certified public accountant. The minimum financial records shall be in compliance with Section 718.301(4)(c), Florida Statutes, and performed in accordance with generally accepted accounting standards, as defined by applicable rules of the Board of Accountancy;
- H. Association funds or the control thereof;
- I. All tangible personal property that is the property of the Association, and an inventory of such property;
- J. A copy of the plans and specifications utilized in the construction or remodeling of any improvements within the Condominium Property;
- K. Insurance policies;
- L. Copies of any Certificates of Completion which may have been issued for the Condominium Property;

M. Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;

N. All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Condominium Property;

O. A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Association's records;

P. Leases of the Common Elements or other leases to which the Association is a party, if applicable;

Q. Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and

R. All other contracts to which the Association is a party.

4.16 **Resignations.** Any director may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than appointees of the Developer or other directors or officers who are not Unit Owners when elected or appointed) shall constitute a written resignation of such Director or Officer.

Article 5

POWERS AND DUTIES

5.1 **Generally.** The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts except such acts which by law, the Declaration, or these Bylaws, may not be delegated to the Board by the Unit Owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

- A. Operation, care, upkeep and maintenance of the Common Elements and facilities.
- B. Determination and adoption of the annual budget of Common Expenses required for the operation of the Condominium and the Association.
- C. Collection of the assessments for Common Expenses from Unit Owners required to pay same.
- D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and recreational lands.

E. Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium property and facilities.

F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.

G. Purchasing, leasing or other acquiring of Units in the name of the Association, or its designee.

H. Purchase of Units at foreclosure or other judicial sales, in the name of the Association or its designee.

I. Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee.

J. Organization of Corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.

K. Obtaining and reviewing insurance for the Condominium property.

L. Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

M. Enforcement of the obligations of the Unit Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

N. Levying fines against the Unit Owners for violations of the rules and regulations established by it to govern the conduct of the Unit Owners.

O. Purchasing or leasing a Unit for use by a resident manager.

P. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that (i) the consent of the Unit Owners of at least two-thirds (2/3) of the Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Unit Owner of such Unit. If any sum borrowed by the Board on behalf of the Association pursuant to authority contained in this subparagraph P is not repaid by the Association, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

Q. Contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the Condominium property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these Bylaws to have approval of the Board or of the Unit Owners; (3) the delegation is a power and duty which, by its very nature, is a decision or fiduciary responsibility to be made by the Board and is therefore not susceptible of delegation; and (4) same may be contrary to the Declaration or the Bylaws.

R. Exercise of all powers specifically set forth in the Declaration, the Articles of Incorporation of the Association, these Bylaws, and in the Act, and all powers incidental thereto.

S. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

T. Entering into and upon the Units during reasonable hours, and with as little inconvenience to the Unit Owner as possible when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or Association Property.

U. Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the Unit Owners for violations of these Bylaws and the terms and conditions of the Declaration.

V. Acquiring and entering into agreements, whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use and benefit of the Unit Owners, and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association; and in the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a Corporation owning land.

5.2 **Storm Shutters.** The Board shall adopt storm shutter specifications for each building within the Condominium, which shall include color, style and other factors deemed relevant to the Board. All specifications adopted by the Board shall comply with applicable building codes and ordinances. Notwithstanding any provision to the contrary herein, the Board shall not refuse to approve the installation or replacement of storm shutters conforming to the specifications adopted by the Board. The installation maintenance and replacement of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements, in accordance with Section 718.113, Florida Statutes.

Article 6
OFFICERS

6.1 **Executive Officers.** The executive officers of the Association shall consist of a President, one or more Vice Presidents, Secretary, Assistant Secretary, and Treasurer; all of whom shall be elected by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association.

6.2 **Appointive Officers.** The Board may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board and shall have such authority and perform such duties as, from time to time, may be prescribed by said Board.

6.3 **Election.** The Board at its first meeting after each annual meeting of general members shall elect all officers, none of whom, except the President, need be a member of the Board.

6.4 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 **The President.** The President shall be the chief executive officer of the Association. Subject to the provisions of Paragraph 4.11 hereinabove, the President shall preside at all meetings of Unit Owners and of the Board. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the Board.

6.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board.

6.7 **The Secretary.** The Secretary or Assistant Secretary shall issue notices of all Board meetings and all meetings of Unit Owners; he or she shall attend and keep the minutes of same; shall have charge of all of the books of the Association, as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners and Board members at all reasonable times.

6.8 **The Treasurer.**

A. The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

B. He shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all of his transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. He shall collect all assessments and shall report promptly to the Board the status of collections.

D. He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. He shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation.** Officers shall not receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the management of the Condominium or for any other service to be supplied by such director or officer. Notwithstanding the foregoing provisions of this subsection 6.9, the prohibitions and restrictions set forth in subsection 4.14 hereof shall apply to officers, directors and managers required to be licensed under Section 468.432, Florida Statutes, regarding acceptance of items or services.

6.10 **Resignations.** Any officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by and director or officer (other than appointees of the Developer or other Directors or Officers who are not Unit Owners when elected or appointed) shall constitute a written resignation of such Director or Officer.

Article 7 FINANCES AND ASSESSMENTS

7.1 **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board.

7.2 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.3 **Determination of Assessments.**

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominium. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration for any Condominium governed by the Association. Assessments shall be payable monthly in advance and shall be due on the first day of each month, unless otherwise ordered by the Board. Assessments shall be made against Unit Owners monthly, as aforesaid, in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special Assessments, if necessary, shall be levied in the same manner as regular Assessments and shall be payable in the manner determined by the Board. All funds due under these Bylaws and the Declaration are Common Expenses.

B. A copy of the proposed budgets for the Association and the Condominium shall be mailed by the Board to each respective Unit Owner not less than fourteen (14) days prior to the

Board meeting at which the budgets will be considered, together with a written notice of the time and place of such meeting. The Directors meeting, at which the budget shall be considered, shall be open to all of the Unit Owners.

C. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all Voting Interests. The Board may propose a budget to the Unit Owners at a meeting of Members, or in writing, and if the budget or proposed budget is approved by a majority of the Voting Interests at the meeting or by a majority of the Voting Interests in writing, the budget shall be adopted. If a meeting of the Unit Owners has been called, and a quorum is not present, or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. However, as long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Voting Interests.

D. The proposed annual budgets of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(20), Florida Statutes. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those enlisted to use the Limited Common Elements, as provided for in Section 718.113(1), Florida Statutes, the budget or schedule attached hereto shall show amount budgeted therefore. In addition to annual operating expenses, and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building, painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00). The amount to be reserved shall be computed by means of a formula which is based upon estimated useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. However, prior to turnover of control of an association by a developer to unit owners other than a developer pursuant to Section 718.301, Florida Statutes, Developer may vote to waive reserves for the first two (2) years of the operation of the Association. After this period, the foregoing reserve account requirements shall not apply to budgets in which the Members of the Association have by a vote or the majority of the total Voting Interests voting in person or by limited proxy at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than those described in this subparagraph. No waivers shall be effective for more than one (1) fiscal year, and so long as the Developer owns units in the Condominium, required reserves for such Condominium shall not be waived without the consent of the Developer.

E. When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Unit Owner a statement of Assessment specifying the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

7.4 **Individual Charges.** Charges by the Association against less than all Members for other than routine Common Expenses, shall be payable in advance. These charges may be collected by

Individual Charges, as differentiated from Assessments for Common Expenses. Charges for other than Common Expenses may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property or other Association Property, maintenance services furnished at the expense of a Unit Owner, other services furnished for the benefit of a Unit Owner and fines and damages and other sums due from such Unit Owner.

7.5 Special Assessments. In the event the annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular, annual Common Assessments and, as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

7.6 Application of Payments and Commingling of Funds. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may be commingled for purposes of investment, but separate ledgers must be maintained for each account. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. Any delinquent payment by a Unit Owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special Assessments in such manner and amounts as the Board determines. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association, as defined in Section 468.431, Florida Statutes.

7.7 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment of an Assessment, the Board may accelerate the remaining installments of the Assessment due during such budget year upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date that a claim of lien is filed.

7.8 Fidelity Bonds. The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by Section 718.111(11)(d), Florida Statutes. The Association shall bear the cost of any such bonding.

7.9 Financial Statements. The Board shall cause to be prepared financial statements either compiled, reviewed or audited in accordance with Section 718.111(14), Florida Statutes, and the rules promulgated thereto. Said financial statements shall be sent or delivered to each Unit Owner in the Condominium within ninety (90) days following the end of the previous fiscal year unless the Association, upon approval of a majority of the Voting Interests of the Association present at a duly called meeting, have determined for a fiscal year to waive the requirements of compiled, reviewed or audited financial statements. In order to waive any such requirement, the aforesaid meeting must be held prior to the end of the fiscal year, and the waiver shall be effective for only one fiscal year. In the event of a waiver in accordance with the aforesaid procedures, the Board shall cause to be sent or delivered to each Unit Owner in the Condominium financial reports in accordance with Section 718.111(13), Florida Statutes.

7.10 Accounting Records and Reports. The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. The Association may charge Unit Owners, prospective purchasers, holders of first mortgages, or their authorized representatives its

actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Question and Answer Sheet, and any amendment to the foregoing to those requesting same. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

7.11 Application of Payment. All assessments by a Unit Owner shall be applied as provided herein, in the Declaration and in the then current budget of the Association.

7.12 Transfers and Fees. The transfer, lease, sale, or sublease of Units is subject to the approval of the Board pursuant to the Declaration. The Board may impose a fee in connection with the approval of the transfer, lease, sale or sublease of Units; provided, however, that no fee shall be charged in connection with a transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed the maximum amount allowed by statute. No charge shall be made in connection with an extension or renewal of a lease. Notwithstanding the foregoing, the Association may require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association.

7.13 Legal Actions by or Against Association. No Unit Owner shall be liable for the payment of any Assessments which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, making, preparing or investigating possible claims, or pursuing other such actions, as are prohibited by Section 9.08 of the Declaration, unless such item or Assessment is specifically approved by eighty-five percent (85%) of the Unit Owners.

Article 8

ROSTER OF UNIT OWNERS AND MORTGAGEES

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of Units." A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee.

Article 9

PARLIAMENTARY RULES

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

Article 10

AMENDMENTS

Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

10.1 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 to be considered.

10.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Voting Interests 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, provided that approval is delivered to the Secretary at or prior to the meeting. The approvals must be either:

A. Not less than a majority of the entire membership of the Board, and by not less than sixty-six and two thirds percent (66-23%) of all of the Voting Interests of the Association; or

B. By not less than seventy-five percent (75%) of the votes of all of the Voting Interests of the Association, represented at any meeting at which a quorum has been attained; provided, however, that in all instances hereunder, irrespective of the quorum achieved, not less than a majority of total Voting Interests of the Association shall have voted in connection with such Amendment(s).

10.3 Method. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw _____ for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate any otherwise properly promulgated amendment.

10.4 Proviso.

A. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Institutional Mortgagees of Units without the consent of said Developer and Institutional Mortgagees in each instance.

B. Any amendment which would affect the surface water management system, including, but not limited to, drainage easements and the water management portions of the Common Elements, must have the prior approval of the South Florida Water Management District.

10.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate 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 only be valid and be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County.

Article 11

REPLACEMENT OF DEVELOPER-APPOINTED DIRECTOR

In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any director designated by Developer shall be made by written instrument delivered to any officer, which instrument shall

specify the name of the person designated as successor director. The removal of any director and designation of his successor shall become effective immediately upon delivery of such written instrument by Developer to any officer.

Article 12

COMPLIANCE AND DEFAULT

12.1 **Violations.** In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, Bylaws, or the Act, the Association, by direction of its Board, shall notify the Unit Owner of said breach by written notice, transmitted to the Unit Owner at his Unit by certified mail. If such violation shall continue for a period of fifteen (15) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws, or the Act, and the Association shall then, at its option, have the following elections:

- A. To commence an action in equity to enforce performance on the part of the Unit Owner;
- B. To commence an action at law to recover its damages;
- C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or
- D. To fine the Unit Owner, as set forth in Section 12.5 hereof.

Upon finding by a court that the Unit Owner was in violation of any of the provisions of the above mentioned documents, the Unit Owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by a Unit Owner, sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter. The cost thereof shall be charged to the Unit Owner.

12.2 **Negligence or Carelessness of an Owner.** Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall include misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said Unit Owner as a specific item.

12.3 **Costs and Attorney's Fees.** In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

12.4 **No Waiver of Rights.** The failure of the Association or Unit Owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

12.5 Fines. In addition to all other remedies of the Association, in the sole discretion of the Board of Directors a fine or fines may be imposed by the Association upon a Unit Owner and/or occupant for failure of a Unit Owner, his family, guests, tenants, invitees or occupants to comply with the Declaration, Bylaws, Articles and Rules and Regulations of the Association, all as amended from time to time, pursuant to the following procedure:

A. The Association shall send a written notice to the Unit Owner or the person against whom the fine is sought affording an opportunity for hearing at a time and place of the Association's choosing, but not less than fourteen (14) days from the date of said notice. Said notice shall contain:

- i) A statement of the date, time and place of the hearing;
- ii) A statement of the provisions of the Declaration, Bylaws, Articles or Rules and Regulations which have allegedly been violated; and
- iii) A short and plain statement of the matters asserted by the Association.

Said notice shall be sent by first class mail to the address of the Unit Owner on file with the Association and shall be effective upon mailing. As the Unit Owner is responsible for himself, his family, guests, invitees, lessee's and occupants, the Unit Owner shall be responsible to pay any and all fines assessed without prejudice to the right of the Unit Owner to recover from the actual violator, the amounts paid by the Unit Owner.

B. At the hearing, the Unit Owner, or his agent, including the occupant, invitee, lessee or guest of his Unit, 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.

C. The hearing shall be held before a tribunal of other Unit Owners, which tribunal shall be appointed by the President. In appointing the tribunal, the President will make a good faith effort not to appoint any Unit Owners who may, in any way, be biased with respect to the proceeding. If the tribunal does not agree with the fine, the fine may not be levied.

D. Within fourteen (14) days after said hearing, the Association shall render a written decision, based upon the finding of the above described tribunal, containing findings of fact and the reasons for its decisions, together with the amount of fines assessed, if any, and said decision shall be mailed to the Unit Owner by first class mail, and shall be effective upon mailing.

No fine for any single violation shall exceed the maximum amount permitted by law. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine in the aggregate shall exceed the maximum amount permitted by law.

Nothing herein shall be deemed to limit any remedy, legal or equitable, the Association may have against any person, and the above fines procedure is in addition to any and all other remedies the Association may have against any person. All remedies of the Association are cumulative.

12.6 Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium

documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

12.7 Generally. Each Unit Owner of a Condominium Parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners of a Condominium Parcel to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from Unit Owners of Condominium Parcels, and to preserve each other's right to enjoy his Unit free from unreasonable restraint and nuisance.

Article 13

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under, or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

Article 14

CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

Article 15

COMMON ELEMENTS, LIMITED POWER TO CONVEY

The Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Article 16

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other Unit Owners or persons.

Article 17

MANDATORY NON-BINDING ARBITRATION

The provisions of Section 718.1255 of the Act, and the rules promulgated thereunder with respect to mandatory non-binding arbitration are specifically incorporated herein by reference.

Article 18

LIENS

18.1 **Protection of Property.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or Bylaws, whichever is sooner.

18.2 **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

18.3 **Notice of Suit.** A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

18.4 **Judicial Sale.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Article 19

SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

Article 20

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the content so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Article 21

CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and of the Declaration, the provisions of the Declaration shall prevail.

Article 22

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions hereof

The foregoing was approved and adopted as the Bylaws of Boynton Oasis Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at its First Meeting of the Board of Directors on the ____ day of _____, 2000.

This is not a certified copy

SCHEDULE "A" TO BYLAWSRULES AND REGULATIONS

-of-

BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC.

In addition to the provisions of the Declaration of Condominium of BOYNTON OASIS, A CONDOMINIUM (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of BOYNTON OASIS CONDOMINIUM ASSOCIATION, INC., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Administration, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and Bylaws.

1. In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all similar Common Elements and other Association Property, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Bicycles may be stored only in Units or in other specifically designated areas.

2. Owners shall store personal property within their respective Units and designated storage areas.

3. No garbage cans, supplies, milk bottles, or other articles shall be placed outside of any Unit, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any such balconies or patios or part of the Common Elements or Association Property. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.

4. So as to maintain the cleanliness of the Condominium Property, no Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

5. Each Unit shall maintain no more than two (2) vehicles within the Condominium Property on a continuous basis. No vehicles, other than automobiles, sport utility vehicles, and light trucks (devoid of any commercial advertising) shall be permitted to park within the Condominium Property or Association Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" does not include any type of camper, truck, etc. No vehicle which cannot operate on its own power shall remain within the Condominium

Property or Association Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property or Association Property, except in emergencies.

6. In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

7. Servants and domestic help of the Owners may not gather or lounge in the Common Elements of Association Property.

8. In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phono-graph, television, radio or sound amplifier, in his Unit in such a manner as to, disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

9. No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna, aerial or satellite dish may be erected or installed on the roof or exterior walls of the Condominium Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

10. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property or Association Property without the written consent of the Board.

11. In order to protect the Condominium Property, each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

- (a) Removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and
- (b) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board of Administration with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

12. In order that the Buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, windows or roof, nor shall an Owner place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board.

13. No fences may be erected upon the Condominium Property or Association Property.

14. Pets belonging to Unit Owners will be allowed within the Condominium Property and Association Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property or Association Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) Each animal brought or kept upon the Condominium Property or Association Property shall be at all times under the control of its Owner.

(d) Each Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Condominium Property or Association Property.

(e) No animal shall be allowed to constitute a nuisance.

15. In case of any emergency originating in, or threatening any Unit, the Board or any other person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have a master key to fit the door locks to all Units. If an Owner wants to change a lock or to have a second lock installed as additional security, said Owner shall deposit with the Board (at such Owner's expense) a duplicate key for each such lock.

16. No one other than persons authorized by the Board shall be permitted at any time on the roof of the Condominium Building.

17. There shall be no solicitation by any person anywhere in the Buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

18. No fires, cooking devices or other devices which emit smoke or dust, other than any which may be installed by the Developer, shall be allowed on any porch or patio, except as permitted in Section V of the Prospectus or by action of the Association.

19. No toxic waste, chemical pollutant, contaminant or other form of "hazardous waste" as defined under any state or federal laws, shall be used, generated or permitted within any portion of the Condominium at any time, except in strict compliance with such laws, and each Unit Owner and its family members, guests and invitees shall be responsible for complying with such laws, statutes, ordinances and other restrictions, including any regulations promulgated by any governmental agencies.

20. Any Owners' family, tenants, guests, servants, or invitees who use recreation areas or any other portions or any of the Common Areas of the Condominium shall be required to adhere to all rules and regulations of the Association, as well as any other covenants and restrictions set forth in the Declaration.

21. No Unit Owner may place, erect, or install, on the inside of its Unit, any covering or shading for the windows unless the reverse side of such covering or shading is white so that an exterior view of the windows of all of the Units creates a uniform appearance throughout the entire Condominium.