

1497

DECLARATION OF CONDOMINIUM  
OF  
HARBOUR TOWERS CONDOMINIUM  
North Palm Beach  
Palm Beach County, Florida

MADE this 8th day of January, 1969, by SMITH-BURG CORPORATION, a Florida corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

ARTICLE I

PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1967, as amended, hereinafter called the "Condominium Act".

A. Name and address. The name by which this condominium is to be identified is HARBOUR TOWERS CONDOMINIUM, located at 907 Marina Drive, North Palm Beach, Palm Beach County, Florida.

B. The land. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying and being in Palm Beach County, Florida:

Lots 24, 25 and 26, Replat of a portion of MARINA ADDITION to the VILLAGE OF NORTH PALM BEACH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 28, page 172;

LESS, however, the West 175 feet thereof, lying Easterly of, contiguous to and measured parallel to the East right-of-way line of U. S. Highway No. 1, as shown on said Plat,

which lands are called "the land".

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (711.03 Florida Statutes 1967), as amended, and as follows, unless the context otherwise requires:

A. Dwelling Unit means unit as defined by the Condominium Act, and the terms dwelling unit and apartment shall be used interchangeably in this Declaration and have the same meaning.

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Exhibit "A" - Condominium File # 1  
Photo-Copy Dept.

B. Dwelling unit owner means unit owner as defined by the Condominium Act.

C. Association means HARBOUR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC., as lawfully amended from time to time, and its successors.

D. Common elements shall include the tangible, personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

E. Limited Common Elements. That portion of the common elements consisting of the separate and designated covered garage spaces and storage spaces, as specifically identified on Exhibit A attached hereto, and as to each of which said covered garage spaces and storage spaces the right of exclusive use and enjoyment shall be reserved as an appurtenance to a particular dwelling unit.

F. Common expenses include:

1. Expenses of administration; expenses of maintenance, operation repair and replacement of the common elements and of the portions of dwelling units to be maintained by the Association.
2. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
3. Any valid charge against the condominium property as a whole.

G. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

I. Utility services, as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and the By-Laws shall include but not be limited to electric power, gas, water, heating, refrigeration, air-conditioning and garbage and sewage disposal.

### ARTICLE III

#### DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey. A survey of the land, showing the improvements on it, is attached as Exhibit A.

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefor prepared by Ralph S. Moe, Jr., Architect, Lake Worth, Florida, and designated as his Commission No. 6823, a portion of which plans are attached hereto as Exhibit A.

C. Improvements - general description

1. Apartment building. The condominium includes an apartment building consisting of a first floor, a second floor, a third floor,

and a fourth floor. The apartment building contains forty (40) dwelling units.

2. Other improvements. The condominium includes gardens, landscaping, swimming pool, pool equipment room, automobile parking areas for guests, elevator and other facilities located substantially as shown on the plans and which are part of the common elements.

D. Dwelling unit boundaries. The term dwelling unit, as used in this subsection concerning boundaries, shall include that part of the building containing the dwelling unit that lies within the boundaries of the dwelling unit, which boundaries are as follows:

1. Upper and lower boundaries. The upper and lower boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
  - a. Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab.
  - b. Lower boundary - the horizontal plane of the lower surfaces of the floor slab.
2. Perimetrical boundaries. The perimetrical boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
  - a. Exterior building walls - the intersecting vertical planes adjacent to, and which include the exterior of, the outside walls of the apartment building bounding a dwelling unit and the fixtures thereon, and when there is attached to the building a screened porch, terrace or other portion of the building serving only the dwelling unit being bound, such boundaries shall be in intersecting vertical planes adjacent to and which include all such structures and fixtures thereon. In the case of first floor dwelling units, such boundaries shall include the terraces serving such dwelling unit.
  - b. Interior building walls - the vertical planes of the center lines of walls bounding a dwelling unit extended to intersections with other perimetrical boundaries with the following exceptions:
    - (1) When the walls between dwelling units are of varying thickness or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.
    - (2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

E. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately;

provided, however, that such easements through a dwelling unit shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the dwelling unit owner.

F. Common elements. The common elements include the land and all other parts of the condominium not within the dwelling units.

#### ARTICLE IV

##### AMENDMENT OF PLANS

A. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of dwelling units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, dwelling unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one dwelling unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of dwelling unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, dwelling unit owners or lienors or mortgagees of dwelling units or of the condominium, whether or not elsewhere required by an amendment.

#### ARTICLE V

##### THE DWELLING UNITS

The dwelling units of the condominium are described more particularly and the rights and obligations of their owners are established as follows:

A. Typical Dwelling Unit plans. There is one dwelling unit floor plan for all of the dwelling units in the condominium. The dwelling units contain a kitchen, utility room, dining and living room, two bedrooms, two bathrooms, and a private screened porch.

B. Dwelling Unit Numbers. There are ten (10) dwelling units on the first floor of the apartment building. The dwelling units are numbered as follows: 101, 102, 103, 104, 105, 106, 107, 108, 109 and 110, beginning with 101 at the South end of the building and ending with 110 at the North end of the building. There are ten (10) dwelling units on the second floor of the apartment building. The dwelling units are numbered as follows: 201, 202, 203, 204, 205, 206, 207, 208, 209 and 210, beginning with 201 at the South end of the building and ending with 210 at the North end of the building. There are ten (10) dwelling units on the third floor of the apartment building. The

dwelling units are numbered as follows: 301, 302, 303, 304, 305, 306, 307, 308, 309 and 310, beginning with 301 at the South end of the building and ending with 310 at the North end of the building. There are ten (10) dwelling units on the fourth floor of the apartment building. The dwelling units are numbered as follows: 401, 402, 403, 404, 405, 406, 407, 408, 409 and 410, beginning with 401 at the South end of the building and ending with 410 at the North end of the building.

C. Appurtenances to Dwelling Units. The owner of each dwelling unit shall own a share and a certain interest in the condominium property, which share and interest are appurtenant to his dwelling unit, including but not limited to the following items which are appurtenant to the several dwelling units as indicated:

1. Common elements and common surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each dwelling unit is as follows:

<u>Dwelling Unit</u>	<u>Undivided Share</u>	<u>Dwelling Unit</u>	<u>Undivided Share</u>
101	2.44%	301	2.71%
102	2.39	302	2.50
103	2.39	303	2.50
104	2.39	304	2.50
105	2.20	305	2.39
106	2.39	306	2.50
107	2.39	307	2.50
108	2.39	308	2.50
109	2.39	309	2.50
110	2.44	310	2.71
201	2.60	401	2.81
202	2.44	402	2.60
203	2.44	403	2.60
204	2.44	404	2.60
205	2.34	405	2.44
206	2.44	406	2.60
207	2.44	407	2.60
208	2.44	408	2.60
209	2.44	409	2.60
210	2.60	410	2.81

2. Association membership. The membership of each dwelling unit owner in the Association and the interest of each dwelling unit owner in the funds and assets held by the Association.

3. Liability for common expenses. Each dwelling unit owner shall be liable for an equal share of the common expenses.

ARTICLE VI

MAINTENANCE, ALTERATION AND IMPROVEMENT

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

A. Dwelling Units.

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:
  - a. All portions of a dwelling unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of dwelling units, floor and ceiling slabs, load-bearing columns and load-bearing walls.
  - b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a dwelling unit maintained by the Association; and all such facilities contained within a dwelling unit that service part or parts of the condominium other than the dwelling unit within which contained.
  - c. All incidental damage caused to a dwelling unit by such work shall be repaired promptly at the expense of the Association.
2. By the dwelling unit owner. The responsibility of the dwelling unit owner shall be as follows:
  - a. To maintain, repair and replace at his expense all portions of his dwelling unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other dwelling unit owners.
  - b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association.
  - c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.
  - d. To maintain, replace and repair all hurricane shutters on the exterior of his dwelling unit, provided, however, that the Association shall have the authority to approve the purchase and initial installation of same.
3. Alteration and Improvement. Except as elsewhere reserved to Developer, neither a dwelling unit owner nor the Association shall make any alteration in the portions of a

dwelling unit or building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all dwelling units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

**B. Common Elements:**

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
2. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any dwelling unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit owned, unless such owner shall approve the alteration or improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other owners in the shares that their shares in the common elements bear to each other. In the event that such alteration or improvement is exclusively or substantially exclusively for the benefit of the dwelling unit owner or owners requesting same, then in such event the requesting apartment owner or owners shall be assessed therefor in such proportions as they approve jointly, and failing such approval in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

**ARTICLE VII**

**ASSESSMENTS**

The making and collection of assessments against dwelling unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses: Each dwelling unit owner shall be liable for an equal share of the common expenses. Each dwelling unit owner shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Provided, however, that if services are made available to dwelling unit owners from a revenue-producing operation, no assessment on account of such



services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in the shares that their shares in the common elements bear to each other.

B. Interest; application of payments. Assessments and installment on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

C. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the dwelling unit subject to the lien shall be required to pay a reasonable rental for the dwelling unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

#### ARTICLE VIII

#### ASSOCIATION

The operation of the condominium shall be by HARBOUR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

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

B. The By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit C.

C. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to dwelling unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or by other owners or persons.



D. Restraint upon assignment of shares in assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his dwelling unit.

E. Approval or disapproval of matters. Whenever the decision of a dwelling unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same persons who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

#### ARTICLE IX

#### INSURANCE

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling unit owners shall be governed by the following provisions:

A. Authority to purchase; named insured. All insurance policies shall be placed in a single company, if possible, upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the dwelling unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of dwelling unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the beneficial dwelling unit owners, and all policies and their endorsement shall be deposited with the Insurance Trustee, and with the mortgagee if required by the mortgage. The dwelling unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

B. Coverage.

1. Casualty. All buildings and improvements upon the land 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 value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
  - a. loss or damage by fire and other hazards covered by a standard extended coverage endorsements, and
  - b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.
2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile coverages, and with cross liability endorsement to cover liabilities of the dwelling unit owners as a group to a dwelling unit owner.

3. Workmen's compensation policy to meet the requirements of law.
4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the dwelling unit owner in accordance with the undivided share in the common elements appurtenant to the dwelling unit owned by him.

D. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the dwelling unit owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to First Marine Bank and Trust Company of Riviera Beach, Riviera Beach, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the dwelling unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

1. Common Elements. Proceeds on account of damage to common elements: an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
2. Dwelling Units. Proceeds on account of damage to dwelling units shall be held in the following undivided shares:
  - a. When the building is to be restored - for the owners of damaged dwelling units in proportion to the cost of repairing the damage suffered by each dwelling unit owner, which cost shall be determined by the Association;
  - b. When the building is not to be restored - an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
3. Mortgagee. In the event a mortgagee endorsement has been issued as to a dwelling unit, the original policy of which shall be held by the mortgagee, the share of the dwelling 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 distributions of such proceeds made to the dwelling unit owner and mortgagee pursuant to the provisions of this Declaration.

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

1. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere pro-

vided. Any proceeds which remain after defraying such costs shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
4. Certificate. In making distribution to dwelling unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the mortgagees and the dwelling unit owners and their respective shares of the distribution.

F. Association as Agent. The Association is irrevocably appointed agent for each dwelling unit owner and for each owner of a mortgage or other lien upon a dwelling unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

#### ARTICLE X

##### RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
2. Apartment buildings.
  - a. Lesser damage. If the damaged improvement is an apartment building or buildings and if dwelling units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
  - b. Major damage. If the damaged improvement is an apartment building or buildings, and if dwelling units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

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

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building or buildings, by the owners of not less than 75% of the common elements, including the owners of all damaged dwelling units, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of a dwelling unit for which the responsibility of maintenance and repair is that of the dwelling unit owner, then the dwelling unit owner shall be responsible for the reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair shall be that of the Association.

D. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, assessments shall be made in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each owner's share in the common elements

F. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from the assessments against dwelling unit owners, shall be distributed in payment of such costs in the following manner:

1. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then 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 them in payment of the costs of reconstruction and repair.
2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against dwelling unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:
  - a. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that 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 that 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 provided for the reconstruction and repair of major damage.

- b. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund that is held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- c. Dwelling unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner shall be paid by the Insurance Trustee to the dwelling unit owner, or if there is a mortgagee endorsement as to the dwelling unit, then to the dwelling unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the 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 that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- e. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the dwelling unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, not to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance

proceeds to a dwelling unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair;

#### ARTICLE XI

##### USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building or buildings in useful condition exist upon the land.

A. Dwelling Units. Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to the Developer, no dwelling unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the dwelling units being affected.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the dwelling unit owners.

C. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No dwelling unit owner shall permit any use of his dwelling unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

D. Children. Children under the age of sixteen (16) years shall not occupy a private dwelling for a period to exceed thirty (30) days consecutively in any calendar year.

E. Pets. Dwelling unit owners of dwelling units who own dogs (commonly known as lap dogs) at the time of purchase of such dwelling unit, shall be permitted to keep and harbor them in the condominium, provided, however, such dog shall not be replaced upon death or otherwise. In no event shall any pet of any kind be permitted in the swimming pool area or in any of the common elements of the condominium unless on a leash or carried.

F. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

G. Leasing. After approval by the Association elsewhere required, entire dwelling units may be rented, provided the occupancy is only by the lessee and his family, servants and guests. No rooms may be rented and no transient tenants may be accommodated.

H. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association.



in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all dwelling unit owners and residents of the condominium upon request.

G. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the dwelling units of the condominium, neither the dwelling unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the dwelling units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs. Said Developer shall be responsible for any assessments which may be levied by the Association against any dwelling unit or units owned by said Developer, and shall comply with the terms and provisions hereof in the same manner as any other owner of dwelling units in HARBOUR TOWERS CONDOMINIUM.

#### ARTICLE XII

##### MAINTENANCE OF COMMUNITY INTERESTS

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

##### A. Transfers Subject to Approval.

1. Sale. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by sale without the approval of the Association, except to another dwelling unit owner.
2. Lease. No dwelling unit owner may dispose of a dwelling unit, or any interest in a dwelling unit, by lease without the approval of the Association, except to another dwelling unit owner.
3. Gift. If any dwelling unit owner shall acquire his title by gift, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
4. Devise or inheritance. If any dwelling unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
5. Other transfers. If any dwelling unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.

B. Approval by the Association. The approval of the Association that is required for the transfer of ownership of dwelling units shall be obtained in the following manner:



1. Notice to Association.

- a. Sale. A dwelling unit owner intending to make a bona fide sale of his dwelling unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the dwelling unit owner's option may include a demand by the dwelling unit owner that the Association furnish a purchaser of the dwelling unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- b. Lease. A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.
- c. Gift, devise or inheritance; other transfers. A dwelling unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the dwelling unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- d. Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a dwelling unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

- a. Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
- b. Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the lessee.

- c. Gift; devise or inheritance; other transfers. If the dwelling unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the dwelling unit owner's ownership of his dwelling unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the dwelling unit owner.

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

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the dwelling unit owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:
  - a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their separate appraisals of the dwelling unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
  - b. The purchase price shall be paid in cash.
  - c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.
  - d. A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
  - e. If the Association shall fail to provide a purchaser upon demand of the dwelling unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of purchaser.

2. Lease. If the proposed transaction is a lease, the dwelling unit owner shall be advised of the disapproval in writing and the lease shall not be made.
3. Gift; devise or inheritance; other transfers - If the dwelling unit owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the dwelling unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:
  - a. The sale price shall be the fair market value determined by agreement between the seller and the purchaser within fifteen (15) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the dwelling unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
  - b. The purchase price shall be paid in cash.
  - c. The sale shall be closed within ten (10) days following the determination of the sale price.
  - d. A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
  - e. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the dwelling unit owner.

D. Mortgage. No dwelling unit owner may mortgage his dwelling unit nor any interest in it without the approval of the Association, except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association

that acquires its title as the result of owning a mortgage upon the dwelling unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a dwelling unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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

#### ARTICLE XIII

##### COMPLIANCE AND DEFAULT

Each dwelling unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other dwelling unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence. A dwelling unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A dwelling unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a dwelling unit or its appurtenances, or of the common elements, by the dwelling unit owner.

B. Costs and Attorney's fees. In any proceedings arising because of an alleged failure of a dwelling unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

C. No Waiver of Rights. The failure of the Association or any dwelling unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XIV

##### AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
2. Not less than 80% of the votes of the entire membership of the Association; or
3. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of dwelling units nor alter the boundaries of the common elements.

C. Proviso. Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any dwelling unit or class or group of apartments, unless the dwelling unit owners so affected shall consent; and no amendment shall change any dwelling unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the dwelling unit concerned and all record owners of mortgages on such dwelling unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

#### ARTICLE XV

#### TERMINATION

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

A. Destruction. If it is determined in the manner elsewhere provided that the apartment building or buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of dwelling units and all record owners of mortgages on dwelling units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the dwelling units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the dwelling units of

the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased; an agreement to purchase signed by the record owners of dwelling units who will participate in the purchase. Such an agreement shall indicate which dwelling units will be purchased by each participating owner and shall require the purchase of all dwelling units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
2. Price. The sale price for each dwelling unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the dwelling unit and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
3. Payment. The purchase price shall be paid in cash.
4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

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

D. Shares of Owners after Termination. After termination of the condominium, the dwelling unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's dwelling units prior to the termination.

E. Amendment. This section concerning termination cannot be amended without consent of all dwelling unit owners and of all record owners of mortgages upon the dwelling unit.

#### ARTICLE XVI

#### RIGHTS OF MORTGAGEE

A. So long as Community Federal Savings and Loan Association of Riviera Beach, Riviera Beach, Florida, is the owner or holder of a mortgage



encumbering a dwelling unit in HARBOUR TOWERS CONDOMINIUM, the Association shall furnish Community Federal Savings and Loan Association of Riviera Beach with at least one copy of the annual financial statement and report of the Association, audited and prepared satisfactorily to the Community Federal Savings and Loan Association of Riviera Beach, setting forth such details as said Community Federal Savings and Loan Association of Riviera Beach may reasonably require, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within sixty (60) days following the end of the fiscal year.

B. So long as Community Federal Savings and Loan Association of Riviera Beach is the owner and holder of a mortgage encumbering a private dwelling unit in HARBOUR TOWERS CONDOMINIUM and has filed notice of such fact with the Association, the Association shall thereafter give Community Federal Savings and Loan Association of Riviera Beach written notice of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Association, and shall further give Community Federal Savings and Loan Association of Riviera Beach notice of default by any member owning any dwelling unit encumbered by a mortgage held by Community Federal Savings and Loan Association of Riviera Beach, all such notices hereunder to be sent to the principal office of the said Community Federal Savings and Loan Association of Riviera Beach, in Riviera Beach, Florida, in the same manner and simultaneously with the giving of required notices to any owner or owners.

C. It is understood by each dwelling unit owner that if a dwelling unit owner desires to mortgage or in any way finance his dwelling unit, said dwelling unit owner agrees to and does grant a right of first refusal to Community Federal Savings and Loan Association of Riviera Beach to finance said dwelling unit at the current rate of interest. The rights herein conferred upon said Community Federal Savings and Loan Association of Riviera Beach, as mortgagee, shall cease at such time as it appears from the Public Records of Palm Beach County, Florida, that the Community Federal Savings and Loan Association of Riviera Beach has no further interest in the property through mortgages held by it.

#### ARTICLE XVII

#### SEVERABILITY AND CONCLUSION

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, Articles of Incorporation, By-Laws or Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF the Declarer has executed this Declaration of Condominium the day and year first above written.

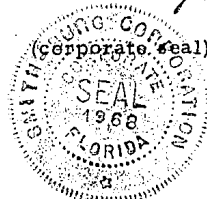
Signed, sealed and delivered  
in the presence of:

SMITH-BURG CORPORATION

Nancy Bladen  
Alice Gary

BY Dwight Smith  
President

Attest: Norman L. Burg  
Secretary





STATE OF FLORIDA )

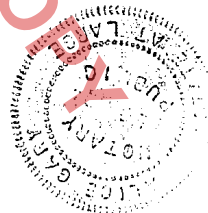
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared DWIGHT A. SMITH and NORMAN L. BURG, JR., well known to me to be the President and Secretary, respectively, of SMITH-BURG CORPORATION, a Florida Corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium and that the execution of said Declaration is the act and deed of the said corporation and that the same was executed for the uses and purposes therein expressed.

WITNESS my hand and official seal this 8th day of January, 1969.

*Alice Gary*  
\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission expires: 2/28/69



JOINDER OF MORTGAGEE

COMMUNITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF RIVIERA BEACH, Riviera Beach, Florida, Mortgagee, the owner and holder of a mortgage upon the following described lands in Palm Beach County, Florida,

Lots 24, 25 and 26, Replat of a portion of MARINA ADDITION to the VILLAGE OF NORTH PALM BEACH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 28, page 172;

LESS, however, the West 175 feet thereof, lying Easterly of, contiguous to and measured parallel to the East right-of-way line of U. S. Highway No. 1, as shown on said Plat,

which mortgage is dated May 21, 1968 and is recorded in Official Record Book 1655, at page 1354, Public Records of Palm Beach County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Palm Beach County, Florida:

All of the Dwelling Units of HARBOUR TOWERS CONDOMINIUM, a condominium according to the Declaration of Condominium,

TOGETHER with all of the appurtenances to the dwelling units, including but not limited to all of the undivided shares in the common elements.

Signed, sealed and delivered  
in the presence of:

COMMUNITY FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF RIVIERA BEACH

Nancy Blidgen  
Alice Gary

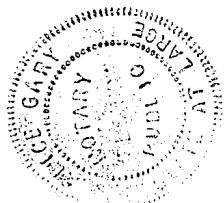
By Robert F. Cromwell  
Robert F. Cromwell, President

STATE OF FLORIDA           )  
COUNTY OF PALM BEACH    )

BEFORE ME, the undersigned authority, personally appeared ROBERT F. CROMWELL, well known to me to be the President of COMMUNITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF RIVIERA BEACH, and he acknowledged before me that he did, as such officer, execute the foregoing Joinder of Mortgage and that the execution of said Joinder of Mortgage is the act and deed of said corporation and the same was executed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 8th day of January, 1969.

Alice Gary  
Notary Public, State of Florida at Large  
My Commission expires: 6/28/69



ARTICLES OF INCORPORATION

OF

HARBOUR TOWERS CONDOMINIUM ASSOCIATION  
OF NORTH PALM BEACH, INC.  
(a condominium association)

The undersigned by these Articles associate themselves for the purposes of forming a corporation not for profit under Chapter 617, Florida Statutes 1967 and as amended, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be HARBOUR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC., (a condominium association). For convenience the corporation shall be referred to in this instrument as the Association. The address of the Association shall be 907 Marina Drive, North Palm Beach, Florida 33403.

ARTICLE II

PURPOSE

A. The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1967 as amended, for the operation of HARBOUR TOWERS CONDOMINIUM located upon the following lands in Palm Beach County, Florida:

Lots 24, 25 and 26, Replat of a portion of MARINA ADDITION to the VILLAGE OF NORTH PALM BEACH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 28, page 172,

LESS, however, the West 175 feet thereof, lying Easterly of, contiguous to and measured parallel to the East right-of-way line of U. S. Highway No. 1, as shown on said Plat.

B. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

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

A. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as dwelling unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as dwelling unit owners.

e. The reconstruction of improvements after casualty and the further improvements of the property.

f. To make and amend reasonable regulations, respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

g. To approve or disapprove the transfer, mortgage and ownership of dwelling units as may be provided by the Declaration of Condominium and the By-Laws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

k. To employ personnel to perform the services required for proper operation of the condominium.

B. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

C. The Association shall not have the power to purchase a dwelling unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members of and the joinder of all record owners of mortgages upon the condominium.

D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### ARTICLE IV

##### MEMBERS

A. The members of the Association shall consist of all of the record owners of dwelling units in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

B. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a dwelling unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

C. The share of a member in the funds and assets of the Association can not be assigned, hypothecated or transferred in any manner except as an appurtenance to his dwelling unit.

D. The owner of each dwelling unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a dwelling unit and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

#### ARTICLE V

##### DIRECTORS

A. The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of five directors. Directors need not be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

C. The first election of directors shall not be held until after the developer has closed the sales of all of the dwelling units of the condominium, or until developer elects to terminate its control of the condominium, or until two years from the date of the recording of the Declaration of Condominium for HARBOUR TOWERS CONDOMINIUM in the public records of Palm Beach County, Florida, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

NORMAN L. BURG, JR.	432 N. W. 2nd Ave., Boynton Beach, Fla.
CLIFFORD BURG	10591 S. Blvd., West Palm Beach, Fla.
DWIGHT A. SMITH	118 Greenbriar Drive, Lake Park, Fla.

#### ARTICLE VI

##### OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	NORMAN L. BURG, JR.	432 N. W. 2nd Ave. Boynton Beach, Florida
Vice President	CLIFFORD BURG	10591 Southern Boulevard West Palm Beach, Florida
Secretary-Treasurer	DWIGHT A. SMITH	118 Greenbriar Drive Lake Park, Florida

#### ARTICLE VII

##### INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE VIII

##### By-LAWS

The first By-Law of the Association shall be adopted by the Board of Directors and may be altered, amended or recinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS

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

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

a. such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section C of Article III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment shall be recorded in the public records of Palm Beach County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

NORMAN L. BURG, JR.	432 N. W. 2nd Ave., Boynton Beach, Fla.
CLIFFORD BURG	10591 S. Blvd., West Palm Beach, Fla.
DWIGHT A. SMITH	118 Greenbriar Drive, Lake Park, Fla.



IN WITNESS WHEREOF, the subscribers have affixed their signatures  
this 26 day of June, 1968

Witnesses:

*Clifford Burg*  
*Alice Burg*

*Norman L. Burg, Jr.* (SEAL)  
NORMAN L. BURG, JR.

*Clifford Burg* (SEAL)  
CLIFFORD BURG

*Dwight A. Smith* (SEAL)  
DWIGHT A. SMITH

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared NORMAN L. BURG, CLIFFORD BURG, and DWIGHT A. SMITH, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in Riviera Beach, Florida, this  
26 day of June, 1968.

*[Signature]*  
Notary Public, State of Florida at Large

My commission expires: 2/14/69

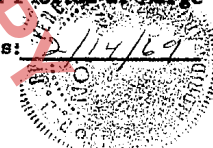


EXHIBIT C

BY-LAWS

HARBOUR TOWERS CONDOMINIUM ASSOCIATION  
OF NORTH PALM BEACH, INC.

A Corporation not for Profit Under the Laws of the  
State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of HARBOUR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC., hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 9th day of July, 1968. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1967 and as amended, called the Condominium Act in these By-Laws, which condominium is identified by the name HARBOUR TOWERS CONDOMINIUM and is located upon the following lands in Palm Beach County, Florida:

Lots 24, 25 and 26, Replat of a portion of MARINA ADDITION to the VILLAGE OF NORTH PALM BEACH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 28, page 172:

Less, however, the West 175 feet thereof, lying Easterly of, contiguous to and measured parallel to the East right of way line of U.S. Highway No. 1, as shown on said Plat.

A. The office of the Association shall be at 907 Marina Drive, North Palm Beach, Palm Beach County, Florida.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation, an impression of which is as follows:

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at the office of the corporation at 7:30 P. M., Eastern Standard Time, on the first Monday in December of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if the next day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special member' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and

must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

C. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

E. Voting.

1. In any meeting of members the owners of dwelling units shall be entitled to cast one vote as the owner of a dwelling unit unless the decision to be made is elsewhere required to be determined in another manner.

2. If a dwelling unit is owned by one person, his right to vote shall be established by the record title to his dwelling unit. If a dwelling unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the dwelling unit shall be designated by a certificate signed by all of the record owners of the dwelling unit and filed with the Secretary of the Association. If a dwelling unit is owned by a corporation, the person entitled to cast the vote for the dwelling unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the dwelling unit concerned. A certificate designating the person entitled to cast the vote of a dwelling unit may be revoked by any owner of a dwelling unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings and, as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.

5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the dwelling units of the condominium, or until two years from the date of the recording of the Declaration of Condominium for HARBOR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC. in the public records of Palm Beach County, Florida, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

### ARTICLE III

#### DIRECTORS

A. Membership. The affairs of the Association shall be managed by a number to be determined at the time of election.

E. Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.
2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.
3. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
5. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
6. Provided, however, that until the Developer of the Condominium has completed all of the contemplated improvements and closed the sales of all of the dwelling units of the Condominium, or until two years from the date of the recording of the Declaration of Condominium for HARBOR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC. in the public records of Palm Beach County, Florida, or until Developer elects to terminate its control of

the Condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

C. The term of each director's service shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

F. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' 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.

G. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors 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.

J. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

K. The presiding officer at directors' meetings shall be the chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officers, the directors present shall designate one of their number to preside.

L. The order of business at directors' meetings shall be as follows:

1. Calling of the roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.

5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by the members.

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by dwelling unit owners when such is specifically required.

#### ARTICLE V

##### OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

C. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

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

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium .

## ARTICLE VI

### FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves; to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

5. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against dwelling unit owners, which assessments may be made in advance in order to provide a working fund.

E. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expense.

2. Reserve for deferred maintenance.

3. Reserve for replacement.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal



property that will be a part of the common elements, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

5. Operation, the amount of which may be to provide a working fund or to meet losses.

6. Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by dwelling unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all dwelling units of the Condominium, or until two years from the date of the recording of the Declaration of Condominium for HARBOUR TOWERS CONDOMINIUM in the Public Records of Palm Beach County, Florida or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

7. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the dwelling unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in two equal installments on the first days of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.

D. Acceleration of assessment installments upon default. If a dwelling unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the dwelling unit owner and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the dwelling unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common

expenses shall be made only after notice of the need for such expenditures is given to the dwelling unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the dwelling unit owners concerned, the assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

#### ARTICLE VII

#### PARLIAMENTARY RULES

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

#### ARTICLE VIII

#### AMENDMENTS

These By-Laws may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75 percent of the entire membership of the Board of Directors and not less than 75 percent of the votes of the entire membership of the Association; or
2. Not less than 80 percent of the votes of the entire membership of the Association; or
3. Until the first election of directors, by all of the directors.

C. Proviso. Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any dwelling unit or class or group of dwelling units unless the dwelling unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of HARBOUR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors of the 15th day of July, 1968.

  
President

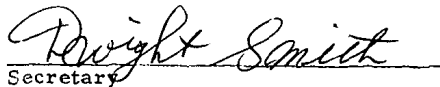
  
Secretary

EXHIBIT D

TO

DECLARATION OF CONDOMINIUM

FOR

HARBOUR TOWERS CONDOMINIUM

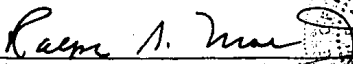
CERTIFICATE OF ARCHITECT

This CERTIFICATE OF ARCHITECT, made this 30th day of December, 1968. I, RALPH S. MOE, JR., 1122 North Dixie, Lake Worth, Florida, hereby certify as follows:

1. I am an Architect authorized to practice in the State of Florida.
2. This Certificate is made as to HARBOUR TOWERS CONDOMINIUM, located at 907 Marina Drive, North Palm Beach, Palm Beach County, Florida, and in compliance with Section 711.08 (1) (e) of the Florida Statutes 1967.
3. The following exhibits to the Declaration of Condominium

<u>EXHIBIT NO.</u>	<u>TITLE</u>
A	Plot Plan
A	Floor Plan and Schedules
A	1/4" Floor Plan
A	Elevations
A	Interior Elevations and Details
A	Covered Parking Area
A	Pool Equipment Room and Details
A	Survey
A	Location of Common Elements and Condominium Units for First, Second, Third, and Fourth Floors

together with the wording of the Declaration, constitute a correct representation of the improvements of the condominium as it now exists, and there can be determined from them the identification, location, dimensions and size of the common elements and of each dwelling unit.

  
RALPH S. MOE, JR., Architect  
Florida Certificate No. 3063

