



FILE NUM 20080291678 OR BOOK PAGE 203461358 DATE: 05/16/2008 13:22:13 Pgs 1358 - 1448 (89pgs)
Sharon R. Beck, CLERK & COMPTROLLER

DECLARATION OF CONDOMINIUM
OF
LUCERNE LAKES, A CONDOMINIUM

KNOW ALL PERSONS BY THESE PRESENTS:

THIS DECLARATION OF CONDOMINIUM is made this 11 day of May, 2008, by Symphony Builders at Lucerne Lakes, LLC, a Florida limited liability company, for itself, successors, grantees, assigns and its transferees.

Section 1. PURPOSE AND SUBMISSION STATEMENT. The purpose of this Declaration is to submit real property and improvements on the real property to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes. The Developer does hereby submit the real property and improvements on the real property described in Exhibit "A" to this Declaration to the condominium form of ownership and use.

Section 2. NAME AND ADDRESS. The name by which this Condominium shall be referred Lucerne Lakes, A Condominium. The mailing address for this Condominium is c/o 1700 N. University Drive, Suite 302, Coral Springs, Florida 33071.

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

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

3.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements and common surplus.

3.3 "Association" means Lucerne Lakes Association, Inc., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.4 "Association Certificate" means a certificate of the Association in recordable form signed by the president or vice-president and secretary or assistant secretary of the Association.

3.5 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

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

THIS INSTRUMENT PREPARED BY:
JAY STEVEN LEVINE, P.A.
2500 N. Military Trail, Suite 490
Boca Raton, Florida 33431
(561) 999-9925

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

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

3.9 "Common Elements" means all portions of the condominium property of the Condominium not included within the Units, but not Association property, including but not limited to landscaping and vehicle parking areas.

3.10 "Condominium" mean Lucerne Lakes, A Condominium.

3.11 "Condominium Act" means Chapter 718, Florida Statutes, in existence on the date of recording of this Declaration, unless the context states otherwise.

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

3.13 "County" means Palm Beach County, Florida.

3.14 "Declaration" means this Declaration, as amended from time to time.

3.15 "Developer" means Symphony Builders at Lucerne Lakes, LLC, a Florida limited liability company, for itself, successors, grantees, assigns and its transferees.

3.16 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.17 "Guest" means any person who:

- A. Is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy;
- B. is not the Owner or lessee of the Unit on which he or she is present; and
- C. is not a member of the family of the Owner or lessee of the Unit on which he or she is present.
- D. Notwithstanding the foregoing, an Owner or lessee of the Unit on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Unit. Furthermore, a member of the family of the Owner or lessee of a Unit shall be considered a Guest unless he or she is a permanent occupant of such Unit.

3.18 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to the Developer and to any holder of a mortgage against a Unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

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

3.20 "Limited Common Elements" means and refers to those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

3.21 "Member" or "Member of the Association" means a record Owner of a Unit, subject to the provisions of Section 14.1.B below, but shall not include persons who hold an interest merely as security for the performance of an obligation.

3.22 "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means an Owner or lessee of a Unit or a member of such Owner's or lessee's family who regularly resides in such Unit.

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

3.24 "Plans and Specifications" means the plans and specifications prepared for the Buildings and Improvements.

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

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

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

3.28 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters.

**SECTION 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS:
SURVEY AND PLANS.**

4.1 The Developer proposes to construct fourteen (14) residential units in one (1) building and associated improvements.

4.2 The Developer specifically intends to sell Units as fee simple estates. The Developer reserves the right to lease Units, however, but will not convey the Units in fee simple subject to lease.

4.3 **Unit Boundaries.** Each Unit shall include that part of the building that lies within the following boundaries, the boundaries being part of the Unit:

A. **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimetrical boundaries:

1. **Upper Boundaries.** The horizontal plane immediately adjacent to but not including the topside of the drywall ceiling of the Unit.

2. **Lower Boundaries:** The horizontal plane immediately adjacent to but not including the concrete floor slab of the Unit.

B. **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the backside of the drywall walls bounding the Unit, extended to their intersections with each other and with the upper and lower boundaries.

C. **Apertures.** Where there are apertures in any boundary, including, without limitation, windows and doors, the boundaries shall extend to the interior unfinished surfaces of such apertures and their frameworks. Surfaces made of glass or other transparent material and all framing, casing and hardware, shall be excluded from the Unit.

D. **Airconditioning and heating equipment.** The airconditioning/heating unit, including the handling equipment and compressor, and all appurtenances and lines serving only one Unit, are deemed part of the Unit.

E. **Proviso.** Any portions of the Condominium Property referred to in Exhibit "A" as common elements shall not be part of the Unit.

In cases not specifically covered in this Section 4.3 or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "A" to the Declaration shall control in determining the boundaries of a Unit.

SECTION 5. EASEMENTS. Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified

in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The following easements lie in addition to those provided for in the Condominium Act:

5.1 Encroachments. If any Unit encroaches upon any of the common elements or Association property for any reason other than the intentional act of an Owner, or if any common elements or Association property encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

5.2 Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements and Association property as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic, over, through, and across such portions of the common elements and Association property as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

5.3 Maintenance, Repair and Replacement. Easements through the Units, common elements and Association property for maintenance, repair and replacements.

5.4 Utility Service and Drainage Easements.

- A. There is hereby created a blanket easement upon, across, over, through and under the Properties for the installation, replacement repair and maintenance of all utility and service lines and systems and drainage, including but not limited to electric, gas, water, sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain such facilities and equipment on the Properties, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Units and on, in and under the roofs and exterior walls of the Units, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Units. Except as otherwise provided in Section 5.4.B below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems or drainage systems may be installed or relocated on the Properties except as are approved by the Developer. The Developer may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. The Developer reserves the right to modify or relocate the above-referenced easements.

- B. Once the Developer closes upon the sale of the last Unit in the condominium, the powers vested in the Developer under Article 5.4.A above shall terminate, and shall then vest in the Association. Such powers shall be exercised by the Board of Directors in its reasonable discretion without the need for joinder of any Owner.
- C. The Developer under Section 5.4.A and the Association under Section 5.4.B above, or its designee, shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything anywhere on his Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or the use of these easements.

5.5 Public Services. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium property.

SECTION 6. CONDOMINIUM PARCELS: APPURTENANCES AND USE.

6.1 Condominium Parcels. The Owner(s) of each Unit shall own an undivided share in the common elements and the common surplus, as is set forth in Exhibit "B" attached to and made a part of this Declaration.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including without limitation to the following:

- A. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and By-Laws of the Association, attached to this Declaration as Exhibits "C" and "D", respectively.
- C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.
- D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- E. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they

are intended, but no use of the Unit or of the Properties may unreasonably interfere with the rights of other Owners of other persons having rights to use the Properties. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

6.4 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights Association property and common elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 6.4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association property and common elements otherwise readily available for use generally by Owners.

SECTION 7. COMMON ELEMENTS.

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

7.2 Restraint Upon Separation and Partition of Common Elements. The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. No action shall lie for partition of the common elements.

SECTION 8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The limited common elements and the Units to which their use has been designated are as described in this Declaration and as further identified on the Survey and Plot Plans (Exhibit "A"). The following common elements are hereby designated as limited common elements:

- A. **Parking Space.** The parking space in front of the garage of each Unit is a limited common element of said Unit.
- B. **Balcony/Patio.** The balcony/patio is a limited common element of the Unit so served. The boundaries of the limited common elements are as follows: The upper boundary is the underside of the concrete slab; the lower boundary is the topside of the concrete slab; and the perimetrical boundary is the side of the building to the edge of the balcony/patio. The limited common element balcony/patio shall include the screen enclosure, screen posts included.
- C. **Entryway.** The entryway to each Unit is a limited common element of the Unit so served. The boundaries of the limited common elements are as follows: The upper boundary is the underside of the concrete slab; the

lower boundary is the topside of the concrete slab; and the perimetrical boundary is the unfinished building walls.

D. Windows, Screens, Screen Frames, Shutters, Awnings and Doors. The windows, screens, screen doors, screen frames, awnings, entry and sliding glass doors, including glass, hardware and framings/casings are limited common elements of the Unit served thereby.

E. Airconditioning/Heating, Utility Lines, Connections and Appurtenances. All airconditioning, heating and utility lines, and their equipment, connections, pipes, wires and appurtenances and concrete airconditioning pad which are located in the common elements but serve only one Unit shall be a limited common element of the Unit so served.

Other. Any part of the common elements connected to or exclusively serving a single Unit, in which it is specifically required in Section 11 of the Declaration to be maintained, repaired or replaced at the expense of the Owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described in this Section 8.1 or not.

8.2 Exclusive Use; No Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use to each limited common element passes with title to the Unit, whether or not separately described, and cannot be separated from the Unit.

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

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

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

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

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

9.4 Limitation on Liability.

A. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties for which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has

maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement (or failure of the Association's maintenance, repair or replacement) of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 9.4.A is where the Association (whether for itself or its contractor) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 9.4.A shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.

The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of the Members of the Association. The authority of the Association to purchase Units is as set forth in the Articles of Incorporation. The Association may mortgage real property subject to the limitations of Section 3.2.C.2 of the Articles of Incorporation, which section is for this purpose incorporated herein by reference.

SECTION 10. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Common expenses may include the cost of cable television and telecommunication services, such pest control in the Units as the Board may provide from time to time, and such Unit appliance contracts as the Board may provide from time to time. Common expenses shall also include assessments levied by the Fairway Club Property Owners Association, Inc., who in turn collects assessments due and owing to Lucerne Lakes Master Homeowners' Association, Inc. and Lucerne Pointe Recreation Association, Inc.

10.2 Share of Common Expenses. Each Owner (collectively) and each Unit in each Condominium shall be liable for that share of the common expenses equal to each Owner's share of ownership of the common elements as stated in Section 6.1 above.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Condominium Documents or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 10.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the common elements or Association property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by the Condominium Act.

10.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payment). Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

10.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any claim of lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The claim of lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The claim of lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is

entitled to a satisfaction of the lien. The Association is empowered through the Board to assign its lien rights for recovery of unpaid assessments to a third party.

10.8 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

- A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act as amended from time to time.
- B. Leases. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the claim of lien unless prohibited by the Condominium Act from time to time. If the Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its sole discretion, may require the Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver, which may be the Association, to collect the rent. Such receiver shall be appointed pursuant to a court order in the foreclosure action. If some person other than the Association acts as receiver, then the cost of the receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action.

10.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for providing such certificate.

10.11 Charges.

- A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents, nor subject to a lien.

- This is not a contract
- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.
 - C. Application of Payments: Failure to Pay: Late Fees: Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and Charges first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.
 - D. Collection of a Charge. The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings.

10.12 Working Capital Contributions. Working capital contributions shall be required from each purchaser purchasing from the Developer payable to the Association in an amount equal to 1/6 of the then annual assessment. Such contributions may be used to reimburse the Developer for start-up expenses, or otherwise as the Board of Directors shall determine from time to time.

SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT: MAINTENANCE STANDARDS; ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows:

11.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. Common Elements and Association Property. All common elements and Association property.
- B. Limited Common Elements. Only the limited common elements referenced in Section 8.1.A above and the painting of the building walls of the limited common elements referenced in Section 8.1.C above.
- C. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 11.1.D, the building must be "tented", the Association shall be responsible only for the cost

of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and Occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order requiring compliance with this Section 11.1.C.

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

- A. **Units.** All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary; exclusive of exterminating in the Unit only if undertaken by the Association as a common expense.
- B. **Limited Common Elements.** All portions of the limited common elements except for those maintained by the Association under Section 11.1.B above.
- C. **Miscellaneous Covenants and Understandings of Each Owner.**
 - 1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
 - 2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.
 - 3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
 - 4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.
 - 5. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, paneling, floor

covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

11.3 Maintenance Standards for Owners and Residents. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

- A. Windows and Glass Doors. Broken or cracked glass shall be immediately replaced for safety concerns as well as cosmetic reasons.
- B. Screens and Screen Frames. Torn, cut or otherwise damaged screening and damaged screen frames shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall be unbent and in good condition at all times.

11.4 Alterations and Improvements by the Owners and Residents.

- A. Limited Rights of Owners and Residents. A uniform scheme and appearance of the buildings has been established. Therefore, the rights of the Owners and occupants to make alterations and improvements to the exteriors of the building; and outside of the building; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from outside of the Units; are subject to the prior written approval of the Board of Directors.
 - 1. Proviso: No Owner shall be required to obtain the approval of the Association for the installation of any antenna or satellite dish which is protected by federal law. The guidelines for permitted antenna and satellite dish installations are set forth in Section 11.4.C.5 below.
- B. Removal of Interior Partition Wall; Other:
 - 1. Interior Partition Wall. If any Owner desires to remove any interior partition wall, same shall be permitted so long as the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein. However, if a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.

2. Exteriors. Board approval is required as to any alteration, improvement, decoration or change on the exterior of the Unit which cannot be viewed from the outside of the Units to the extent that same materially affects or interferes with the structural integrity of a load bearing wall or column.

C. Architectural Standards. The following constitute architectural standards for the Condominium, applicable to the Owners and Occupants, for which prior written Board approval is required:

1. Hurricane Protection. The only type of hurricane protection is aluminum or steel panels or accordion style shutters.
2. Windows. Reflective material/window tinting is/are permitted on the windows so long as the color is gray. At no time shall aluminum foil be permitted on the inside or outside of the windows. Window treatments must be white, off-white or beige when viewed from the outside.

3. Airconditioning/Heating Units. Wall and window airconditioning and heating units are not permitted on Units.

4. Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units.

Exceptions: The following shall not violate this Section 11.4.C.4:

- (a) Official notices of the Association.
 - (b) Signs erected or installed by the Developer.
5. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. In no event shall any restrictions imposed in this Section 11.4.C.5 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Until federal law or the applicable FCC cases and rulings change, which changes are automatically incorporated into this Declaration without the need to amend in the future, a satellite dish or antenna installation must be situated entirely within the boundaries of the Unit. Notwithstanding any provision contained in this Declaration to the contrary, the approval of the Board of Directors of the Association will not be required for installations referred to under this Section 11.4.C.5. No other satellite dishes or antennae are permitted.

11.5. Alterations and Improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the common elements or Association property which are approved by the Board of Directors. However, if the cost of same shall exceed 5% of the annual budget cumulatively in a budget year, then the alteration or improvement may not be made unless approved by the vote of a majority of the voting interests of those members present in person or by proxy and voting at a members meeting. The foregoing provisions are instead of the restrictions on material alterations contained in F.S. 718.113(2).

- A. Proviso. Notwithstanding the foregoing to the contrary, in the event any alteration or improvement is also necessary or beneficial in the maintenance, repair, replacement or protection of the Properties or Owners or Occupants, then such alteration or improvement shall not require the approval of the Owners.

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

12.1 Occupancy of Units.

- A. Each Unit shall be occupied by Owners and tenants and their family members and Guests, invitees and servants, as a residence and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit.
- B. Age restrictions are contained in Section 25 below.

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

12.3 Pets and Animals.

- A. Owners, tenants and Guests are permitted to have pets and animals as a privilege, only as follows:
1. Animals and pets shall be restricted to birds in cages kept inside the Unit, animals typically kept in terrariums and fish in tanks. No such pet or animal shall be bred or kept for commercial purposes. No other pets shall be permitted.
 2. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Properties.
 3. Any pet/animal owner's privilege to have a pet/animal reside in the Condominium shall be revoked if the pet/ animal shall create a nuisance or shall become a nuisance.

- B. Visitors and Guests. Visitors and Guests are not allowed to bring a pet to the Condominium.
- C. Exception. The provisions of this Section 12.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

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

- A. Prohibited Vehicles or Items. This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Properties outside of an enclosed garage, unless such vehicle or item is also listed in Subsection B below, in which case it shall then be permitted to park on the Properties outside of an enclosed garage: Dirt bikes; trucks, including pickup trucks, with or without a camper top, except as otherwise allowed under Subsection B.6 below; agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; commercial vehicles as defined in Subsection C.2 below; and other such motor vehicles.
- B. Exceptions to A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 12.4, and only provided that the vehicle can fit totally within the confines of the parking space.
1. Moving vans for the purpose of loading and unloading, and only during reasonable hours.
 2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
 3. Service and delivery vehicles, servicing the Properties, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

4. Police and Emergency vehicles.

5. Certain vans and sports utility vehicles which are permitted. A two-axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which car fits wholly within the confines of a parking space.

6. Certain pickup trucks which are permitted. A two-axle pickup truck which is not a commercial vehicle as defined below, which does not exceed one-half ton carrying capacity.

C. Classifications and Definitions.

Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.4.

2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

D. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, or the changing of tires of a vehicle are permitted.

2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Properties at any time for any reason.

3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for landscaping equipment at the direction of the Board of Directors).

This is not a certified copy

4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
 5. No vehicle may be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and only for loading and unloading.
 6. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
 7. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 12.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 12.4.
 8. Vehicle washing is permitted only in designated areas, with water restriction rules imposed by governmental authority to be observed.
 9. No Owner or lessee, or their family members, Guests and invitees shall park in a limited common element parking space assigned to another Unit.
- D. Remedy of Towing. If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/ herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.
- E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 12.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to

any other remedies available to the Association incident to the enforcement of this Section 12.4.

12.5 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instrument, stereo, radio or television shall be played between the hours of 11:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants.

A. Flammable materials may not be stored on the Properties.

12.6 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Units. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 12.6.
- C. The business of operating the Association shall not be considered as business activity under this Section 12.6.

12.7 Trash and Garbage. No trash shall be discarded on any part of the Condominium property except in receptacles supplied by the Association. Receptacles are not to be used for disposal of furniture, appliances, carpeting, trees and any other large objects. Grease and cooking oil shall not be poured into the garbage disposal or sink drain. All garbage and rubbish (excluding glass bottles, newspapers) must be securely tied in plastic bags. Aluminum and other recyclables, including glass shall be rinsed and then placed in receptacles made available by collection authorities and if not then made available by the Association. Bulk trash shall never be allowed to remain in any of the commonly used areas of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

12.8 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

12.9 Loitering. Loitering on the Properties shall be prohibited and shall constitute a nuisance.

SECTION 13. LEASING OF UNITS.

An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association as provided for in this Section 13. Reference to "leasing" in this Section 13 shall also include rental. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in this Section 13 as a "Transfer".

13.1 Procedures.

- A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.
- B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
- C. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
 1. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
 2. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
 3. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

- This is not a certified copy
4. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or Rules and Regulations of the Association;
 5. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
 6. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
 7. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the Condominium Documents and/or Rules and Regulations of the Association;
 8. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
 9. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

- D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.
- E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 13 be violated.
- F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 13. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13. The current amount is \$100.00 per applicant, with husband and wife and dependent children to be considered as one applicant. Such amount shall increase to the maximum amount permitted by the Condominium Act as amended from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

H. Certain Exceptions. Section 13.1 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the 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 Section 13.1 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a 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.

1. Proviso. This Section 13.1.H shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of this Section 13.1.

13.2 Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

- A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.
- B. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

13.3 Minimum and Maximum Terms; Frequency of Leasing. The minimum term for any lease shall be four (4) consecutive months and the maximum term for any lease shall be twelve (12) consecutive months. Units may be leased only twice in any calendar year; the first day of the lease term shall determine the date on which the lease is made.

13.4 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner of a Unit agrees to observe.

14.1 Forms of Ownership.

A. General. There is no limitation as to the ownership of Units in this Condominium.

B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as coowners.

14.2 Transfer of Ownership of Units.

A. Transfers Subject to this Section 14.2

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.
3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section 14.2.B below.

The foregoing is sometimes referred to in this Section 14 as a "Transfer".

B. Procedures.

1. Notice to Association.

(a) **Sale or Gift.** An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.

(b) **Devise, Inheritance or Other Transfers.** The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(c) **Demand.** With the notice required in Subsection (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Subsection (1)(a) notice.

(d) **Failure to Give Notice.** If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer

is approved, the approval shall be stated in an Association Certificate in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue an Association Certificate to the transferee.

3. Disapproval.

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (iii) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or the Rules and Regulations of the Association;
- (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
- (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in the Condominium as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
- (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.

This is not a certified copy

- (b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.2.B(1)(c) above, then within sixty (60) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Condominium assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.
- (c) Automatic Approval. If the Board fails to deliver the name of the approved purchaser within sixty (60) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand an Association Certificate shall be issued.

14.3 General Provisions.

- A. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 14 be violated.

B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

C. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 14. The current amount is \$100.00 per applicant, with husband and wife and dependent children to be considered as one applicant. Such amount shall increase to the maximum amount permitted by the Condominium Act as amended from time to time.

D. Certain Exceptions. Section 14.2 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the 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 Section 14.2 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a 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.

1. Proviso. This Section 14.3.D shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 14.2 above.

SECTION 15. INSURANCE. The insurance, other than title insurance, that shall be carried upon the Properties and the property of the Owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies (except as hereinafter allowed) shall be purchased by the Association for itself and as agent for the Owners and their mortgagees as their interests may appear.

15.2 Owners. Each owner may obtain insurance at his or her own expense, affording coverage upon his or her personal property and for his or her personal liability, for owner or mortgagee title insurance, and as may be required by law.

15.3 Coverage:

- A. Casualty. The Building and Improvements and all personal property owned by the Association (exclusive of the Owners' personal property, additions and/or alterations installed, and upgrades installed or provided by the Owner or by the Developer but not found on the building plans, and exclusive of Unit wall, floor and ceiling coverings) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. The coverage shall also exclude electrical fixtures, appliances, airconditioning and heating equipment, water heaters and built-in cabinets which are located in the Unit and are maintained by the Owner under Section 11.2 of the Declaration. Such coverage shall afford protection against:
1. Loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement.
 2. Such other risks as from time to time customarily covered with respect to buildings similar in construction, location and use of the buildings, including but not limited to flood insurance, vandalism and malicious mischief.
- B. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.
- C. Worker's compensation and unemployment compensation to meet the requirements of law.

15.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses. Deductibles shall be permitted.

15.5 All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their respective interests may appear.

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

16.1 If any part of the common elements or Units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered 75% or more of the Units in a Condominium untenable and 80% of the voting interests of the members, voted a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes later), vote against such repair or replacement, in which event the proceeds shall be distributed to the Owners in the Condominium and their mortgagees, as their interests may appear, and the Condominium shall be terminated as provided in Section 18 below.

16.2 Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications utilized in construction.

16.3 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property, insofar as reasonably possible, in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

16.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) special assessments shall be made against the Owners in sufficient amounts to provide funds to pay the estimated costs for the Condominium.

16.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty shall be disbursed in the following manner:

- A. Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an Owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the Owner to make such reconstruction or repair.
- B. Association. The balance shall be retained by the Association to pay for the reconstruction or repair and all associated costs.

16.6 Insurance Adjustments. Each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with insurance companies all losses under policies purchased by the Association except in any case where all responsibility of reconstruction and repair lies with the Owner, subject to the rights of mortgagees of such Owners.

SECTION 17. CONDEMNATION OR EMINENT DOMAIN:

17.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Taking of Common Elements and Association Property. Awards for the taking of common elements and Association property shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

17.6 Priority-Conflict. In the event of any conflict between Section 16 and this Section 17, the provisions of this Section 17 shall control and govern.

17.7 To the extent there is any conflict between the terms of this Section 17 and any of the terms contained in the mortgage(s) held by primary Institutional First Mortgagee, the provisions of said mortgage(s) shall control.

SECTION 18. TERMINATION. The Condominium shall be terminated, if at all, in the following manner:

18.1 By the agreement of one hundred percent (100%) of the Owners and their mortgagees which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded according to law. In the event of damage or destruction by casualty as set forth in Section 16 of this Declaration, the required percentage shall be eighty percent (80%), together with the mortgagees of the consenting Units.

18.2 Shares of Owners after Termination. After termination of the Condominium, the Owners in the Condominium shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Owners shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be their percentages of ownership of the common elements. All funds held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the Owners in said shares. The costs incurred by the Association in connection with a termination shall be a common expense.

18.3 Following Termination. The property may be partitioned and sold upon the application of any Owner in the Condominium. Provided, however, that if the Board of Directors following a termination by unanimous vote, determines to accept an offer for the sale of the property as a whole, each Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

18.4 The Members of the Last Board of Directors shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.

19.1 Duty to Comply; Right to Sue.

- A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Act, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:
1. The Association;
 2. An Owner;
 3. Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by the owners other than the Developer.
 4. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
 5. Any tenant leasing a Unit, and any Guest or other invitee occupying a Unit.
- B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.
- C. The Association shall also have any other remedies provided for in the Condominium Documents and law.

19.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and residents; or should any Owner violate Sections 11.2, 11.3 or 11.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:
1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
 2. The thirty (30) day notice shall not apply to Section 19.3 below.

19.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and Association property made necessary by his act, inaction or negligence, or by that of any member of his family or his Guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

19.4 Association's Access onto the Properties; Key. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Properties including the Units:

- A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is obligated to protect, maintain, repair and replace.

B. For the purposes of preventing damage to the common elements or to a Unit or Units.

C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

In connection with this Section 19.4, each Owner shall provide the Association with a current workable key(s) and security code(s) if any and new keys and code(s), as necessary.

19.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units.

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

19.7 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, Guests, agents, lessees, servants, etc. or any Occupants of the Unit), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

19.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or at law or in equity.

19.9 Eviction of Tenants and Occupants. The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. The foregoing includes the right of the Association to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 19.9 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees and the Owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter, including those incurred in appellate, bankruptcy and administrative proceedings.

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

20.1 Amendments to the Declaration. Written consent of certain mortgagees of a Unit shall be required for certain amendments to this Declaration; refer to Sections 21.5.A and 21.5.B Below for same.

20.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 10.8.A above.

20.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

20.4 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.5 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year, assuming same is available.

20.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of a Condominium or any Unit.

- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.
- F. Notice of Association meetings.

20.7 Priority. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Unit.

SECTION 21. AMENDMENT OF DECLARATION.

21.1 Proposal. Amendments to this Declaration may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

21.2 Procedure: Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

21.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors and by not less than 2/3 of the voting interests of the members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 21.1 above, then the concurrence of the Board of Directors shall not be required.

21.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. The

amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

21.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

- A. No amendment shall diminish or impair any of the material rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any Institutional Mortgagees unless the particular mortgagee(s) shall join and consent in the execution of the amendment, which consent shall not be unreasonably withheld.
- B. No amendment shall change a Unit's proportionate share of the common expenses or common surplus, nor the voting rights or any other appurtenance to any Unit, unless the vote and approvals required by F.S. 718.110(4) are obtained.
- C. Except for matters under F.S. 718.110(4) and 718.110(8): The Developer shall be permitted to unilaterally amend this Declaration, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to this Declaration which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment. The approval of the Developer alone shall be permitted, without the approval of any Owner or the Association, where it is specifically provided for in this Declaration as reserved to the Developer.

SECTION 22. MISCELLANEOUS PROVISIONS.

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

22.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Condominium Act.
- B. Other Florida Statutes which apply.
- C. This Declaration.
- D. The Articles of Incorporation.
- E. The By-Laws.
- F. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

22.3 Interpretation; Construction. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

22.4 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

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

22.6 Gender Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

22.7 Owners' Affirmative Duties. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagees. The Association shall be permitted to rely on the information supplied by Owners in writing.

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

SECTION 23. DEVELOPER'S UNITS AND PRIVILEGES; DEVELOPER DESIGNEES. The following provisions shall apply in addition to any and all provisions contained elsewhere in this Declaration with respect to the Developer's Units and privileges. The provisions of this Section 23 shall take precedence over any other provisions to the contrary in the Condominium Documents.

23.1 Changes in General Plan of Development. Subject to the limitations of F.S. 718.110(4) and F.S. 718.110(8): Until the sale of all Units in the Condominium, the Developer reserves the right, without joinder of any person or entity, to make such alterations or improvements to the Condominium as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable; provided that any changes when made will provide facilities as good as or better than those shown on the development plans filed with

the appropriate governmental authority. The foregoing is subject to the rights of any Owner or any other person under the Condominium Act.

23.2 Sales/Lease Activities. No Owner, person or the Association, or their use of the Units, shall interfere with the Developer's completion and sale or leasing of the Units, whether in this Condominium or otherwise. The Developer, until all of the Units in the Condominium have been sold and closed, shall be irrevocably empowered to sell Units to any person or entity approved by the Developer without any interference or objection from the Association, and without any limitation. The Developer is obligated to seek lease approval as provided for in Section 13 of the Declaration. Furthermore, the Developer reserves the right to retain title to any Units and lease all or portions of same, without any intention of selling them. The Developer shall have the right to transact upon the Properties any business necessary to consummate the sale/lease of Units, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banner and flags on the Properties for construction or sales purposes; use the common elements and Association property for sales offices or for sales and promotional purposes; and conduct sales activities relating to property owned by the Developer or any of its affiliates which is situated outside of the Condominium. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the Developer shall not be considered as part of the Properties nor owned by the Association and shall remain the property of the Developer. The Developer shall further be exempt from the vehicle and parking restrictions of Section 12.4 above only to the extent that the vehicles in question are engaged in any activity relating to the construction, maintenance or marketing of Units for sale or for lease.

23.3 Specific Exemptions Under the Declaration. In addition to any other exemptions provided in favor of the Developer in this Declaration, the Developer and his designees shall be exempt from all use restrictions contained in this Declaration, including but not limited to that provided in Sections 11.3, 11.4, 12.13 and 14 above. Provided, however, the Developer or its designees shall **NOT** be exempt from Section 12.3 pertaining to pets, to Section 13 pertaining to lease approval, and Section 25 pertaining to age restrictions.

SECTION 24. MASTER ASSOCIATION, RECREATION ASSOCIATION AND POA.

24.1 Fairway Club Property Owners Association, Inc. ("POA"). Each Owner is a member of the POA, pursuant to the Declaration of Covenants, Restrictions and Easements for Common Areas relating to the POA, and the Articles of Incorporation and By-Laws of the POA. The POA owns certain recreation facilities, roads and parking areas. The Owners owe assessments to the POA. The POA also collects assessments from the Owners due to the Lucerne Lakes Master Homeowners' Association, Inc. and Lucerne Pointe Recreation Association, Inc. The POA has lien rights for non-payment of assessments.

24.2 Lucerne Lakes Master Homeowners' Association, Inc. ("Master Association"). The Association is a member of the Master Association, pursuant to the Lucerne Lakes Master Declaration of Covenants and Restriction and the Articles of Incorporation and By-Laws of the Master Association. The Master Association owns certain roads and other improvements. Assessments due by the Association owing to the Master Association are collected and paid by the POA. The Master Association has lien rights for non-payment of assessments.

24.3 Lucerne Pointe Recreation Association, Inc. ("Recreation Association"). The POA, of which the Owners are members, is a member of the Recreation Association, pursuant to the Articles of Incorporation and By-Laws of the Recreation Association. The Recreation Association owns certain recreation facilities and other improvements. Assessments due by the Association owing to the Recreation Association are collected and paid by the POA. The Recreation Association does not have lien rights for non-payment of assessments.

SECTION 25. AGE RESTRICTIONS.

25.1 No Unit shall be occupied by any person age of nineteen (19) years or younger, except for visitation not to exceed thirty (30) days per underaged person in a calendar year.

25.2 Florida and Palm Beach County fair housing laws, and the Fair Housing Amendments Acts of 1988 (Public Law 100-430, approved September 13, 1988), as amended (collectively the "fair housing laws"), provide that it is unlawful to refuse to sell or rent a dwelling because of "familial status" (meaning an individual under the age of eighteen (18) years being domiciled with a parent or another person having legal custody of such individual), provided, however, that pursuant to the fair housing laws, such provisions regarding familial status exempt housing intended and operated for occupancy by older persons wherein at least one occupant in at least eighty (80%) percent of the dwellings is fifty-five (55) years of age or older and providing the other requirements of such exemption are met. For so long as the provisions regarding familial status, as set forth in the fair housing laws, are in full force and effect, the following shall apply to the Condominium.

- A. At least 80% of the Units are occupied by at least one occupant who is a person fifty-five (55) years of age or older.
- B. The Association must publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older, as contemplated in the fair housing laws.
- C. All Owners and Occupants shall deliver to the Association, upon request, documentation demonstrating proof of age as referred to in the administrative rules adopted by HUD, as amended from time to time, along with a fully completed and signed proof of age form prepared and provided by the Association.

IN WITNESS WHEREOF, SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, as Developer has caused the execution of this Declaration of Condominium of LUCERNE LAKES, A CONDOMINIUM, on this 11th day of may, 2006.

WITNESSES:

SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, a Florida limited liability company by and through SYMPHONY BUILDERS AT LUCERNE LAKES, INC., a Florida corporation, managing member

Sign

Elizabeth Klein

Print

Elizabeth Klein

BY:

[Signature]
President

Print:

LEWIS MOSCOWITZ

Sign Yvonne Herrera
Print Tracey Herrera

Current Address: 4400 W. Samuels Rd #118
Coconut Creek, FL 33073

STATE OF FLORIDA)
COUNTY OF Broward) ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 11 day of May, 2009, before me personally appeared Lewis Moscovitch, President of SYMPHONY BUILDERS AT LUCERNE LAKES, INC., a Florida corporation, managing member of SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at _____ in the County of Broward ~~Palm Beach~~, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: [Signature]
Print: Elana Fink

NOTARY PUBLIC-STATE OF FLORIDA
Elana Fink
Commission # DD491696
Expires: JAN. 07, 2010
Bonded Thru Atlantic Bonding Co., Inc.

**JOINDER OF MORTGAGEE IN
DECLARATION OF CONDOMINIUM**

Sun Trust Bank a United States corporation, the owner and holder of a mortgage encumbering the land described in Exhibit "A" attached to the Declaration of Condominium of LUCERNE LAKES, A CONDOMINIUM, according to the Declaration thereof to which this Joinder is attached, hereby consents to and joins in the said Declaration, and agrees that the lien on its mortgage, to the extent of that encumbrance upon the land described in Exhibit "A" attached to the Declaration of Condominium shall be upon all the condominium parcels of the Condominium, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided share of the common elements.

Nothing contained in this Joinder shall be deemed to or in any way limit or affect the mortgage held by Sun Trust Bank, a Florida corporation, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to F.S. 718.104(6).

EXECUTED this 8th day of May, 2006.

WITNESSES:

Sign

Print

Sign

Print

By:

As Its:

Attest:

STATE OF FLORIDA)

) ss

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 8th day of May, 2006, before me personally appeared Katrine Tam Yau, as Vice President of

Sun Trust Bank, a Georgia corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at _____ in the County of Palm Beach, State of Florida, the day and year last aforesaid.

Miami Dade

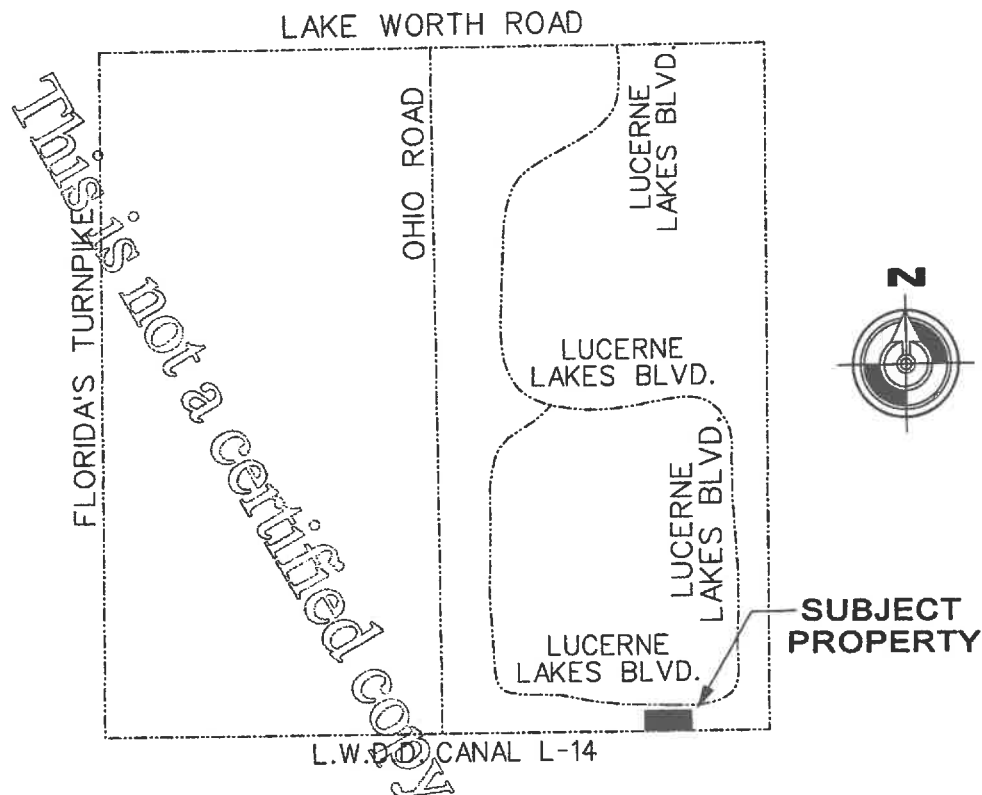
NOTARY PUBLIC:

Sign:

Print:



LUCERNE LAKES, A CONDOMINIUM



LOCATION MAP:
NOT TO SCALE

SURVEYOR'S CERTIFICATE:

The undersigned a Land Surveyor duly authorized to practice under the laws of the State of Florida, Hereby Certifies That: the construction of the improvements detailed herein are (NOT) substantially complete (at this time) so that this Exhibit "B", Sheet 1 through 13 inclusive, of the Declaration of Condominium of "LUCERNE LAKES, A CONDOMINIUM", together with provisions of the aforesaid Declaration of Condominium describing the condominium property, as it relates to matters of survey, is an accurate representation of the location and dimensions of the improvements and further that the identification, location and dimensions of the units, common elements and limited common elements can be determined from these materials (but the building is NOT substantially complete as some improvements are still proposed - at this time).

BY:

Thomas R. Palbicke

HAGER, PALBICKE & ASSOCIATES, INC.

DATE: May 9, 2006

THOMAS R. PALBICKE, VICE PRESIDENT, REGISTERED LAND SURVEYOR #5061,
STATE OF FLORIDA

NOT VALID UNLESS
EMBOSSSED WITH
RAISED SEAL OF
ATTESTING REGISTERED
LAND SURVEYOR

EXHIBIT "A"

REVISIONS:
1.)
2.)
3.)
4.)

HAGER, PALBICKE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
270 SOUTH CENTRAL BLVD., SUITE #205, JUPITER, FLORIDA 33458
PHONE: (561) 427-0990 FAX: (561) 427-0996

DATE: JAN. 2004 SHEET 1 OF 10 SHEETS

LUCERNE LAKES, A CONDOMINIUM

LEGAL DESCRIPTION:

Being the South 170 feet of the West 100 of the East 155 feet of Lot 126, Block 29, "PALM BEACH FARMS CO. PLAT NO. 3", recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida (a/k/a Lot 450, Plat 5, Florida Gardens, unrecorded).

Being the South 170 feet of the East 100 of the West 175 feet of Lot 126, Block 29, of the "PALM BEACH FARMS CO. PLAT NO. 3", recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida (a/k/a Lot 451, Plat 5, Florida Gardens, unrecorded).

Being the South 170 feet of the West 75 of Lot 126, Block 29, together with the South 170 feet of the East 25 feet of Lot 25, Block 29, both of the "PALM BEACH FARMS CO. PLAT NO. 3", recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida (a/k/a Lot 452, Plat 5, Florida Gardens, unrecorded).

The South 170 feet of the West 100 of the East 125 feet of Lot 125, Block 29, "PALM BEACH FARMS CO. PLAT NO. 3", recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida (a/k/a Lot 453, Plat 5, Florida Gardens, unrecorded).

FLOOD INFORMATION:

COMMUNITY NO: 120192 PANEL NO.: 0170 SUFFIX: A DATE OF FIRM: FEB. 1, 1997 FIRM ZONE: B






ABBREVIATIONS:






A=	- ARC LENGTH	F.F.	- FINISHED FLOOR	PG.	- PAGE
A/C	- AIR CONDITIONER	F.H.	- FIRE HYDRANT	PROP.	- PROPOSED
B.C.R.	- BROWARD COUNTY RECORDS	GAR.	- GARAGE	PAVE.	- PAVEMENT
BLDG.	- BUILDING	FND.	- FOUND	P.R.M.	- PERMANENT REFERENCE MONUMENT
C.E.	- COMMON ELEMENT.	I.P.	- IRON PIPE	P.O.B.	- POINT OF BEGINNING
C.B.	- CATCH BASIN	I.P.C.	- IRON PIPE & CAP	P.O.C.	- POINT OF COMMENCEMENT
C.B.S.	- CONCRETE BLOCK & STUCCO	SIRC	- SET IRON ROD & CAP	P.O.T.	- POINT OF TERMINATION
CH	- CHORD	L.C.E.	- LIMITED COMMON ELEMENT	R=	- RADIUS
COV.	- COVERED	M.H.	- MANHOLE	R/W	- RIGHT OF WAY
CONC.	- CONCRETE	N.T.S.	- NOT TO SCALE	SEC.	- SECTION
D=	- DELTA (CENTRAL) ANGLE	N&D	- NAIL & DISK	SND	- SET NAIL & DISK
D.E.	- DRAINAGE EASEMENT	N&T	- NAIL & TAB	TYP.	- TYPICAL
DRAIN.	- DRAINAGE	O.R.B.	- OFFICIAL RECORDS BOOK	U.E.	- UTILITY EASEMENT
EASE.	- EASEMENT	P.B.	- PLAT BOOK	W.M.	- WATER METER
EL.	- ELEVATION	P.B.C.R.	- PALM BEACH COUNTY RECORDS	W.V.	- WATER VALVE

NOTES:

- 1.) ELEVATIONS WHEN SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.
- 2.) THIS FIRM HAS MADE NO ATTEMPT TO LOCATE FOOTINGS AND/OR FOUNDATIONS OR OTHER UNDERGROUND IMPROVEMENTS (UNLESS OTHERWISE NOTED).
- 3.) THIS DRAWING IS THE PROPERTY OF HAGER, PALBICKE & ASSOCIATES, INC. AND WAS PREPARED FOR AND CERTIFIED TO THE PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE. IT SHALL NOT BE USED OR REPRODUCED WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
- 4.) ALL IRON PIPES/RODS, NAILS & DISCS, SET BY THIS FIRM, SET WITH CAP/OR/DISK WITH L.B. 6772.

LEGEND:

C/L or  CENTERLINE
B/L or  BASELINE
 ELEVATION, AS-BUILT
 ELEVATION, PROPOSED
 FLOW ARROW

 EDGE OF WATER
 MANHOLE, SANITARY SEWER
 MANHOLE, STORM DRAINAGE
 CATCH BASIN
 FIRE HYDRANT

BENCHMARK: Palm Beach County Brass disk, "PATRIOT"; @ 1/2 Mile N. of Lantana Rd., E. Side Jog Rd., 54' N.E. of N. end conc. wall, 51' S. of S. cut L-14 Canal, 15' N. of witness post on wood fence; -- ELEVATION = +19.175 N.G.V.D.

NOTE: Bearings shown hereon are based upon an assumed meridian along the Centerline of Lucerne Lakes Blvd., having a bearing of N.89°59'47"W.

EXHIBIT "A"

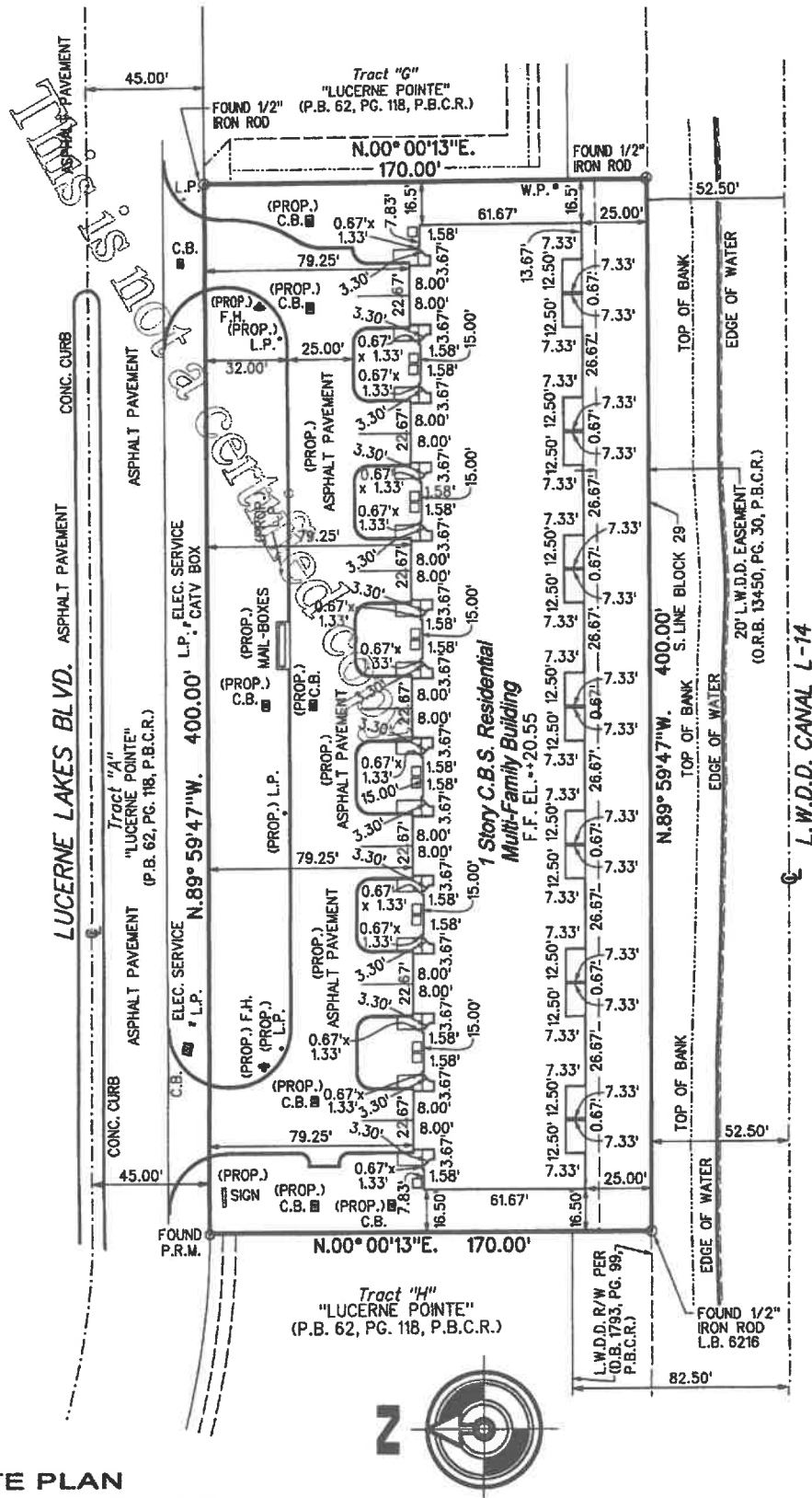
HAGER, PALBICKE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
270 SOUTH CENTRAL BLVD., SUITE #205, JUPITER, FLORIDA 33458
PHONE: (561) 427-0990 FAX: (561) 427-0996

REVISIONS:

- 1.)
- 2.)
- 3.)
- 4.)

DATE: JAN. 2004 SHEET 2 OF 10 SHEETS

LUCERNE LAKES, A CONDOMINIUM



SITE PLAN

GRAPHIC SCALE: SCALE: 1"=50'

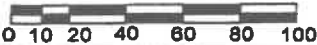


EXHIBIT "A"

HAGER, PALBICKE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

270 SOUTH CENTRAL BLVD., SUITE 205, JUPITER, FLORIDA 33458

PHONE: (561) 427-0990

FAX: (561) 427-0996

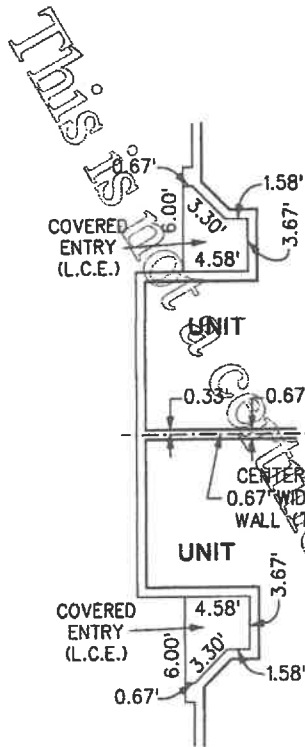
REVISIONS:

- 1.)
- 2.)
- 3.)
- 4.)

DATE: JAN. 2004

SHEET 3 OF 10 SHEETS

LUCERNE LAKES, A CONDOMINIUM



COVERED ENTRY DETAIL:
SCALE: 1"=10'



- REVISIONS:**
1.)
2.)
3.)
4.)

BUILDING 1ST FLOOR PLAN

UPPER LIMITS (UNIT): +29.22
LOWER LIMITS (UNIT): +20.55

GRAPHIC SCALE: SCALE: 1"=30'



EXHIBIT "A"

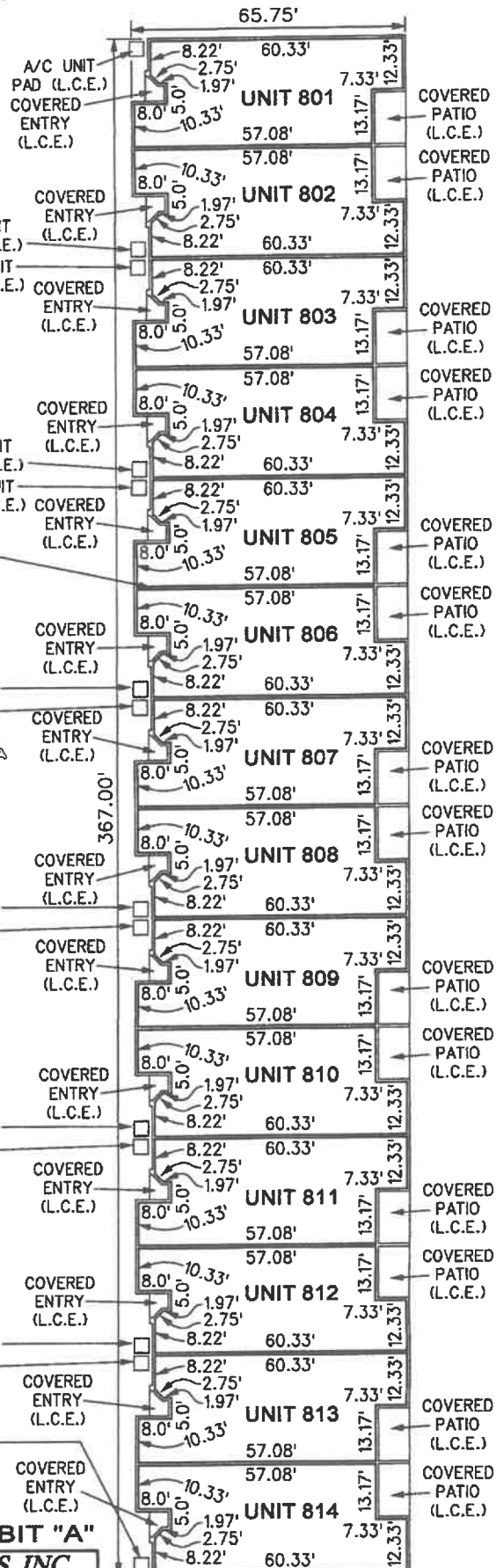
HAGER, PALBICKE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

270 SOUTH CENTRAL BLVD., SUITE #205, JUPITER, FLORIDA 33458

PHONE: (561) 427-0990

FAX: (561) 427-0996



DATE: JAN. 2004

SHEET 4 OF 10 SHEETS

LUCERNE LAKES, A CONDOMINIUM

This is not a certified copy



REVISIONS:

1.)
2.)
3.)
4.)

BUILDING ROOF PLAN

LOWER LIMITS (UNIT): +29.72

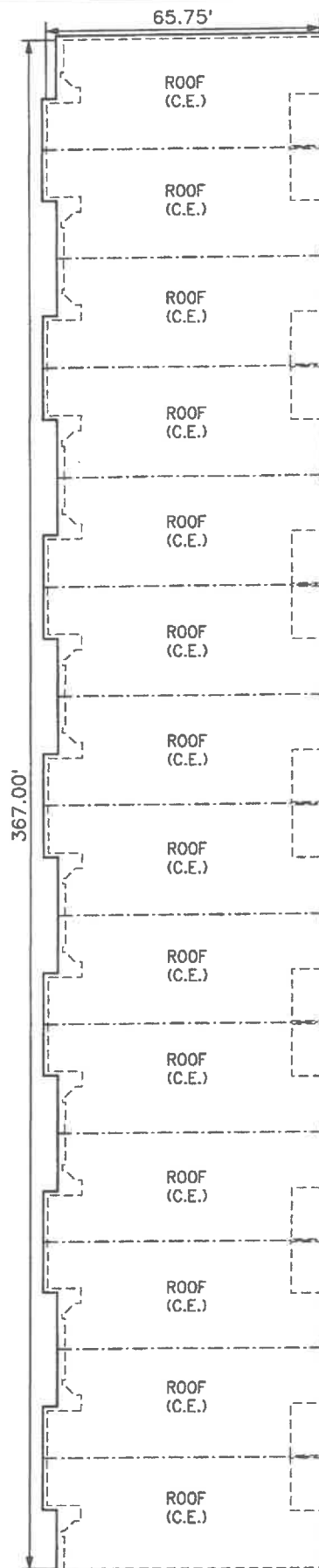
GRAPHIC SCALE: SCALE: 1"=30'



EXHIBIT "A"

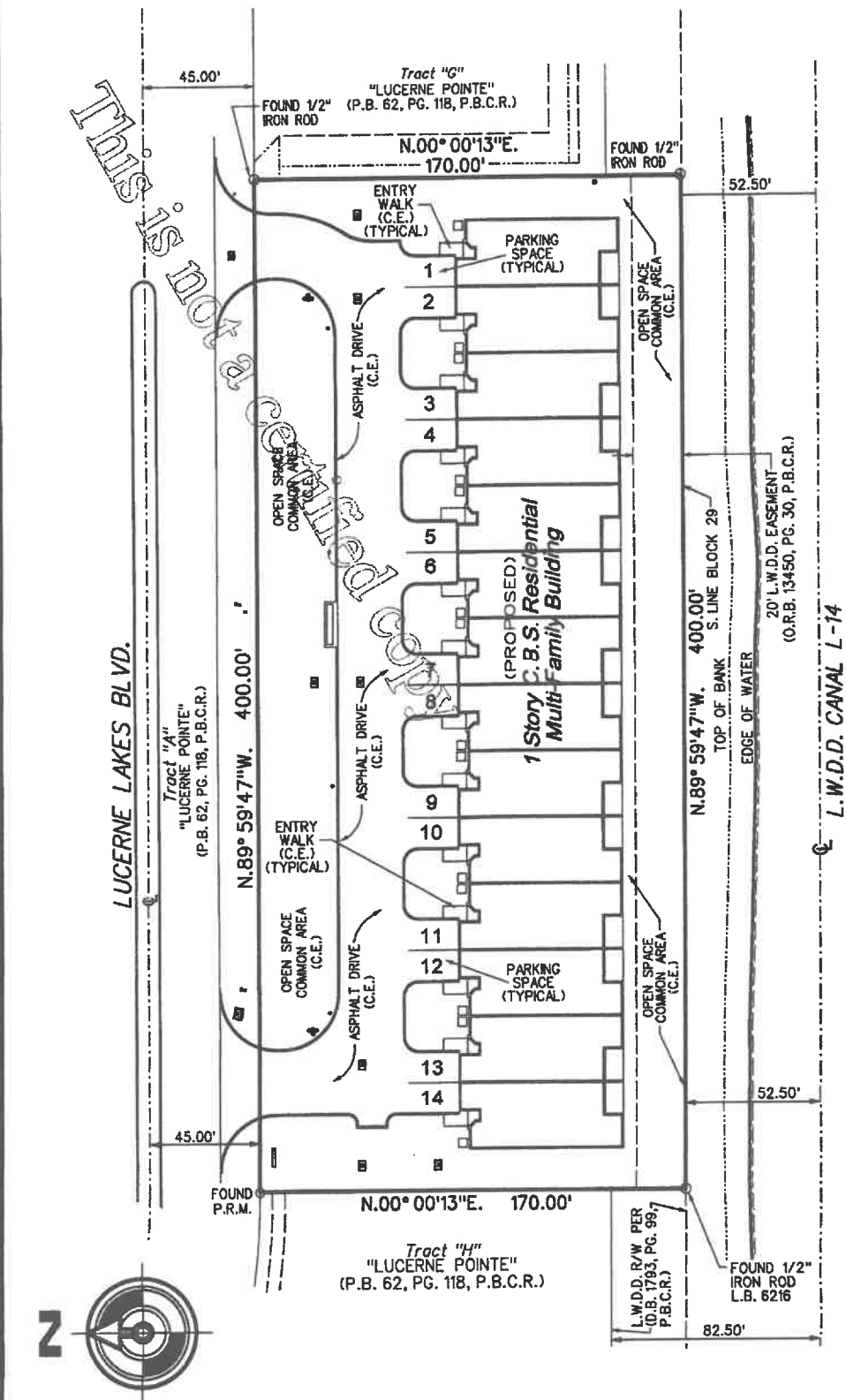
HAGER, PALBICKE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

270 SOUTH CENTRAL BLVD., SUITE 205, JUPITER, FLORIDA 33458
PHONE: (561) 427-0990 FAX: (561) 427-0996



DATE: JAN. 2004 SHEET 5 OF 10 SHEETS

LUCERNE LAKES, A CONDOMINIUM



COMMON AREA PARKING SITE PLAN

GRAPHIC SCALE: SCALE: 1"=50'



EXHIBIT "A"

HAGER, PALBICKE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

270 SOUTH CENTRAL BLVD., SUITE #205, JUPITER, FLORIDA 33458
PHONE: (561) 427-0990 FAX: (561) 427-0996

REVISIONS:

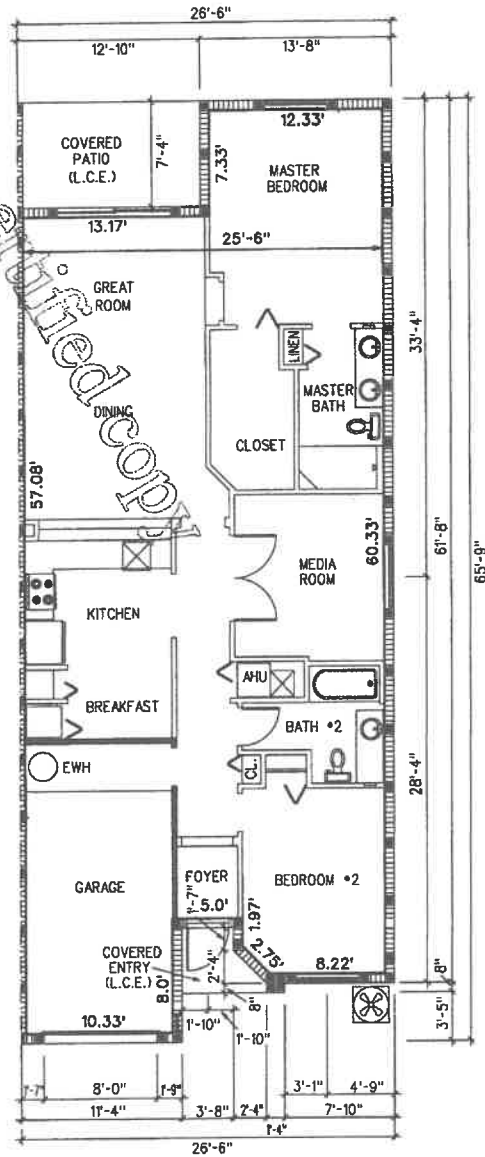
- 1.)
- 2.)
- 3.)
- 4.)

DATE: JAN. 2004

SHEET 6 OF 10 SHEETS

LUCERNE LAKES, A CONDOMINIUM

This is not a certified copy



UNIT TYPICAL: TYPE - GARAGE LEFT (END)

GRAPHIC SCALE: SCALE: 1"=10'



EXHIBIT "A"

REVISIONS:

- 1.)
- 2.)
- 3.)
- 4.)

HAGER, PALBICKE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

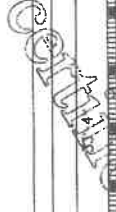
270 SOUTH CENTRAL BLVD., SUITE 205, JUPITER, FLORIDA 33458

PHONE: (561) 427-0990

FAX: (561) 427-0996

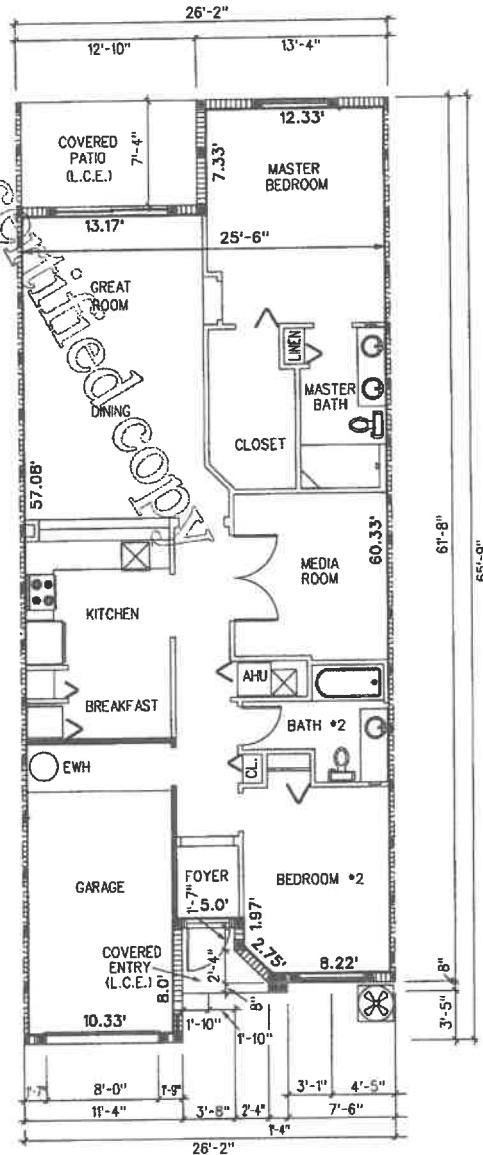
DATE: JAN. 2004 SHEET 7 OF 10 SHEETS

This is not a



LUCERNE LAKES, A CONDOMINIUM

This is not a certified copy



UNIT TYPICAL: TYPE - GARAGE LEFT (INTERIOR)

GRAPHIC SCALE: SCALE: 1"=10'



EXHIBIT "A"

REVISIONS:

- 1.)
- 2.)
- 3.)
- 4.)

HAGER, PALBICKE & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 270 SOUTH CENTRAL BLVD., SUITE 205, JUPITER, FLORIDA 33458
 PHONE: (561) 427-0990 FAX: (561) 427-0996

DATE: JAN. 2004 SHEET 9 OF 10 SHEETS

This is not a certified copy

13'-4"

12.33'

MASTER BEDROOM

MASTER BATH

LINEN

5'

8'



EXHIBIT "A"

1.)
2.)
3.)
4.)

DATE: JAN. 2004	SHEET 10 OF 10 SHEETS
-----------------	-----------------------

EXHIBIT "B"

**Percentage of Ownership of Common Elements
and Common Surplus**

1/14 per unit x 14 Units = 100%

This is not a certified copy

74

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 22, 2003, as shown by the records of this office.

The document number of this corporation is N03000008263.



CR2EO22 (2-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of September, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

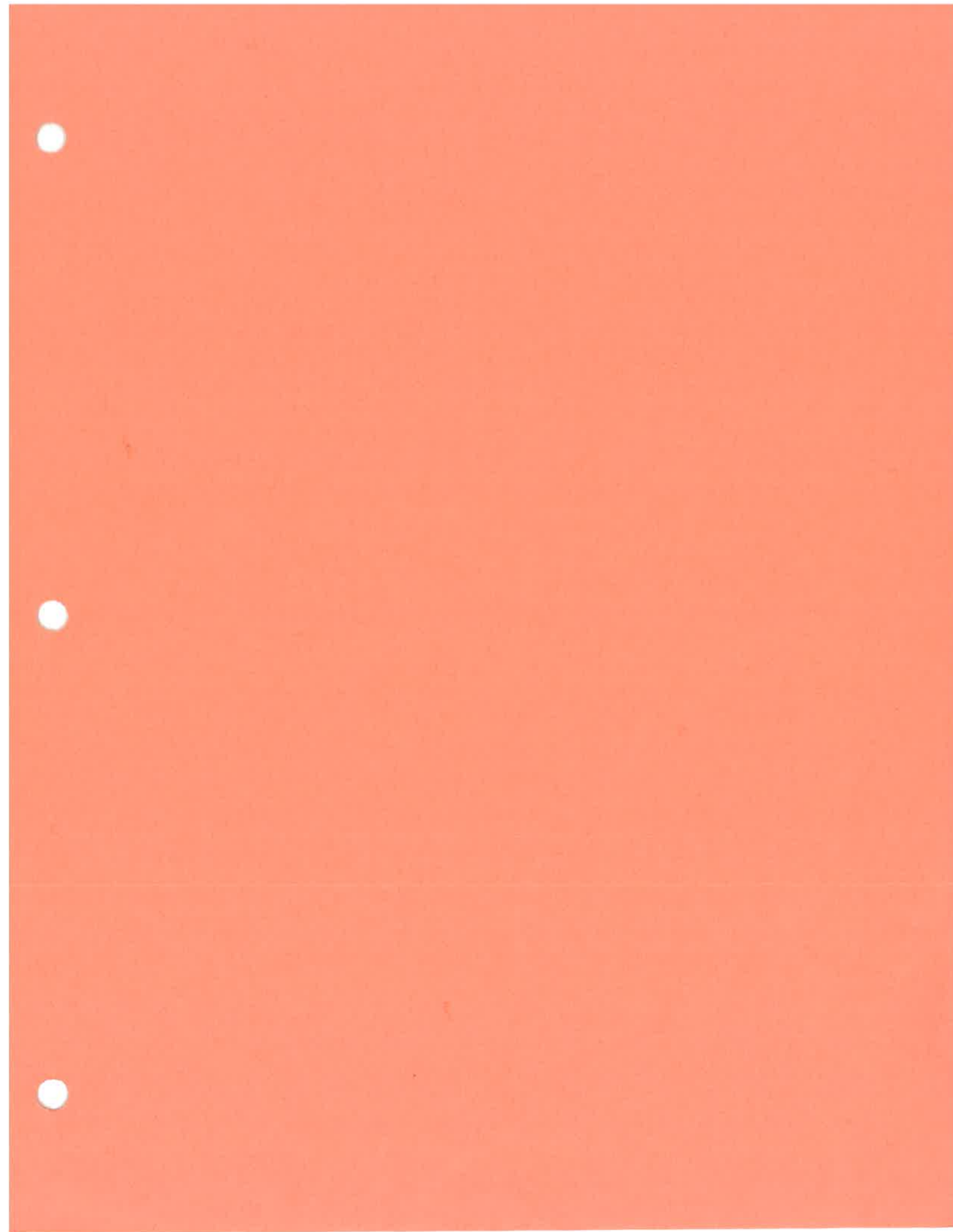


EXHIBIT "C"

03 SEP 22 PM 4:10

ARTICLES OF INCORPORATION
OF
LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.
(a Florida corporation not for profit)

STATE OF FLORIDA
CLERK OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles of Incorporation hereby associates himself for the purpose of forming a corporation not for profit under Chapters 617 and 718, Florida Statutes, and certifies as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC., and its mailing address is c/o 1700 N. University Drive, Suite 302, Coral Springs, Florida 33071.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Declaration of Condominium, as the "Declaration"; these Articles of Incorporation as the "Articles"; and the By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated by reference into these Articles.

ARTICLE III

PURPOSE AND POWERS

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of Lucerne Lakes, a Condominium located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer.

THIS INSTRUMENT PREPARED BY:
JAY STEVEN LEVINE, P.A.
2500 North Military Trail, Suite 490
Boca Raton, Florida 33431
(561) 999-9925

Section 3.2 Powers and Duties.

- A. General.** For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the Condominium Act and corporate act and such powers as limited or modified by the provisions of Section 3.2.C below. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Condominium, the Units included, and Association property.
- B. Powers.** The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:
1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.
 2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents.
 3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.
 4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.
 5. To reconstruct improvements after casualty.
 6. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
 7. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium and Association property.

c. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:

1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
2. The Association may borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is 20% of the annual budget, cumulatively in a budget year. However, if the amount of same shall exceed 20% of the annual budget, cumulatively in a budget year, then the loan may not be made unless approved by not less than a majority of the voting interests of those Owners present in person and by proxy at an Owners' meeting.
3. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.
2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.
3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all

amendments to the foregoing, as well as the Question and Answer Sheet referred to above, and the most recent year-end financial information on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

4. The Association shall ensure that the following contracts shall be in writing:
 - (a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.
 - (b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountants services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.
5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.
6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.
7. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied in writing by the Owners from time to time to the Association.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be as provided in Section 2.1 of the By-Laws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

- A. approval by Owners, when such approval is specifically required in the Law or Condominium Documents; and/or
- B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in 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.

Section 5.4. First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided for in the By-Laws, are as follows:

Lewis Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Carla Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Sue Fry
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 6.4. First Officers. The names and addresses of the first officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Lewis M. Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Vice President: Carla M. Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Secretary: Sue Fry
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Treasurer: Sue Fry
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

ARTICLE VII

BY-LAWS

The By-Laws of the Association may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these Articles, these Articles may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors then serving and by two-thirds (2/3) of the voting interests of all members. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. **Exception.** As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the

contrary:

- A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.
- C. The Developer shall be permitted to unilaterally amend these Articles, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to these Articles which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

ARTICLE IX

TERM

The term of the Association shall be perpetual, subject to dissolution of the Association incident to termination of the Condominium as provided for in Section 18 of the Declaration and the Condominium Act.

ARTICLE X

REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for the Association is Larry Rothenberg, Esquire, and the Registered Office is 900 North Federal Highway, Suite 460, Boca Raton, Florida 33432.

IN WITNESS WHEREOF, the incorporator has affixed his signature on this 18 day of September, 2003.

WITNESSES:

Sign Susan Neilson
Print Susan Neilson
Sign Alina Frazer
Print Alina Frazer

Lewis
Lewis Moscovitch, Incorporator

ED

03 SEP 22 PM 4:10

STATE OF FLORIDA)

) ss

COUNTY OF PALM BEACH)

CLERK OF STATE
TALLAHASSEE, FLORIDA

I HEREBY CERTIFY that on this 18 day of Sept, 2003 before me personally appeared Lewis Moscovitch, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his free act and deed.

WITNESS my signature and official seal at _____ in the County of Palm Beach, State of Florida, the day and year last aforesaid.



Elana Fink
Commission # DD 074807
Expires Jan. 7, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Sign: Elana FinkPrint: Elana Fink**ACCEPTANCE OF REGISTERED AGENT**

Having been named as Registered Agent to accept service of process of LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC., at the place designated in these Articles, I agree to act in the capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

DATED THIS 18 day of September, 2003.

LARRY ROTHENBERG
Registered Agent

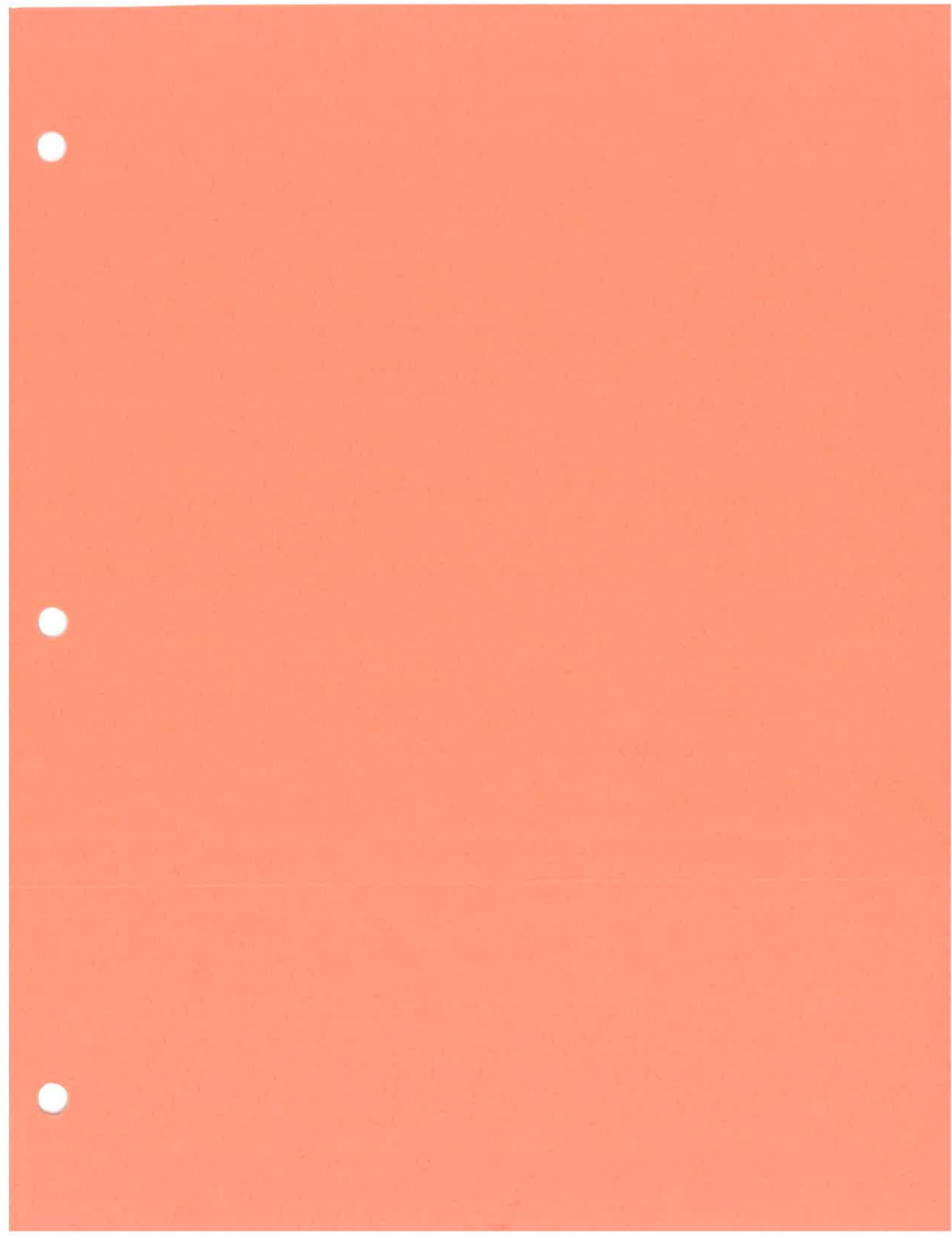


EXHIBIT "D"

BY-LAWS

OF

LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.

(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. **GENERAL.** These are the By-Laws of LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 **Definitions.** The definitions set forth in the Declaration of Condominium shall apply to terms used in these By-Laws.

Section 2. **MEMBERSHIP AND VOTING RIGHTS.**

2.1 **Qualifications.** The members of the Association shall be those record Owners of Units in the Condominium. The foregoing is not intended to include persons who hold their interests merely as security for the performance of an obligation. Notwithstanding the foregoing to the contrary, the following shall apply:

- A. In the case of a life estate, only the life tenant (for the duration of his or her life) shall be deemed a member of the Association; thereafter, the persons holding the recorded remainder interest shall become the members of the Association.

2.2 **Change in Membership.** A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record Owner to deliver a copy of such instrument to the Association shall not deprive the new record Owner of membership in the Association.

2.3 **Termination of Membership.** The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests: Votes. Each Member of the Association is entitled to one (1) vote for each Unit owned by him/her. The vote of a Unit is not divisible. Votes may be cast in person or by proxy, but proxies may not be used for the election of Directors.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County in the month of January of each year, at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.

B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interests of the Members.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or

B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of

and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings.

- A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.
- B. Annual and Special Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Member at his address as it appears on the books of the Association. Notice may also be given by e-mail or facsimile only if consented to in writing by the Owner concerned; however, notice of a recall meeting may not be provided by e-mail or facsimile. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, except that the maximum notice for the annual meeting where there is a contested election to the Board, is thirty-four (34) days. The notice must also state the intended agenda for the meeting.
1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership.

3.6 Waiver of Notice.

- A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.
- B. A member's attendance at a meeting, either in person or by proxy:
1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in

the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member at any time prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.
- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined

by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Notwithstanding the foregoing to the contrary, except as otherwise permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors. Limited proxies must be used where required by the Condominium Act.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 4. The name signed purports to be that of a pledgee, beneficial Owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
 5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the Co-Owners and the person signing appears to be acting on behalf of all the Co-Owners.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to

tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required. Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of those voting interests present in person and by proxy at the meetings, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable Administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum: Election Ballot Return.

- A. **Annual and Special Members Meetings.** The quorum for the annual and special members' meetings shall be a majority of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.
- B. **Election Meeting.** Not less than twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- This is not a contract
- A. Collection of election ballots not yet cast, and election of Directors.
 - B. Call to order by the president (or other officer in the absence of the president)
 - C. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
 - D. Appointment of a parliamentarian, if so desired by the membership at the meeting.
 - E. Call of the roll or certification of quorum
 - F. Proof of notice of meeting or waiver of notice
 - G. Minutes of last members meeting - read or waive reading
 - H. Reports of officers
 - I. Reports of Committees
 - J. Unfinished Business
 - K. New Business
 - L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

Section 4. BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service; Qualifications.

- A. Number. The number of Directors which shall constitute the whole Board of Directors shall be three (3) persons.

B. Term. A Director shall be elected to serve for a term of one year, until his or her successor is duly elected, unless he or she sooner resigns, or is recalled.

C. Qualifications. A Director shall be a member of the Association or his or her spouse; and in the event of a trust as Owner, then any trustee; and in the event of a corporation as Owner, then any officer; and in the event of a business named partnership as Owner, then any general partner; the Association shall be permitted to obtain reasonable documentation from an Owner whose Unit is so owned, indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of a felony in the United States and has not had his or her voting rights restored in the jurisdiction of his or her residency is not eligible to serve on the Board of Directors.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Association by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association shall provide that notice to all Members required by Section 3.5.B above, reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. A newly elected Director shall take office immediately upon the adjournment of the election meeting, provided that the ballot return in Section 3.11.B above is achieved, and notwithstanding that there may not be a quorum for the annual meeting.

A. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all

candidates take office as Directors immediately following the adjournment of the annual meeting.

2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.
3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. **By Written Agreement.** All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- B. **By Special Meeting.** A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- C. **Re-election.** Any Director recalled shall not be eligible for re-election until the next regular election meeting.
- D. **Proviso.** Notwithstanding the foregoing to the contrary: Any vacancies due to the resignation or death of a Developer appointed Director shall be filled by the Developer, and no Director appointed by the Developer shall be subject to recall by the Owners. Any vacancy so filled by the Developer may be done so without the necessity of any Board meeting or reference in the minutes of a Board meeting.

4.5 Vacancies on the Board.

- A. **A Vacancy Other than in Connection with Recall.** If the office of any Director or Directors becomes vacant for any reason, other than recall as

provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

B. Vacancy In Connection with Recall.

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.
3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.
4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election shall be as set forth in applicable Administrative Rules.

C. Proviso. To the extent that both the Developer and Owners other than the Developer are entitled to representation on the Board, then the following provisions shall apply:

1. Directors elected or appointed by Owners other than the Developer shall be subject to recall by only Owners other than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by Owners other than the Developer shall be counted.
2. Directors elected or appointed by the Developer shall be subject to recall by only the Developer. Voting interests owned or controlled by Owners other than the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum

pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by the Developer shall be counted.

3. Subject to the entitlement of representation provisions of Section 718.301, Florida Statutes, only the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Units owned by the Developer. Only Owners other than the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Owners other than the Developer.

4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. 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.
- C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings: Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph,

and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

- C. Notice to Members.

1. Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, except in an emergency.

2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, and the annual budget, discussed or approved shall be mailed or delivered to the Members and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association. In addition, notice of Board meetings may be given by e-mail or facsimile if consented in writing by the Owner concerned.

- D. Agenda. The notice of any Board meeting shall identify all agenda items and when the annual budget shall be considered, the notice must state that the annual assessment will be considered.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained

shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or

He or she votes against or abstains from the action taken due to an asserted conflict of interest. An abstention for any other reason shall be considered an affirmative vote.

D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.9 Members Participation at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Member may videotape or tape record at any Board meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

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

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Condominium property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Meetings of Committees which do not take final action on behalf of the Board or do not make recommendations to the Board regarding the annual budget are exempt from compliance with F.S.718.112(2)(c).

4.16 Transfer of Board Control. Under F.S. 718.301(1), when Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association, the Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the Board members. F.S. 718.301(1) provides for when the Owners other than the Developer are entitled to elect a majority of the members of the Board. All of these instances are as follows: At the earliest of the following events: Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to

purchasers; or three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or all Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or seven (7) years after the date of recordation of this Declaration creating the initial Phase. The Developer may turn over control of the Board of Directors of the Association to the Owners other than the Developer prior to such date in its sole discretion, whereupon it shall be the affirmative obligation of the Owners other than the Developer to elect Directors and assume control of the Association; the Owners other than the Developer shall be required to accept such control, so long as the Developer provides the notice required under F.S. 718.301(2).

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, and a vice-president, who shall be Directors, and a treasurer and a secretary, who need not be Directors, all of whom shall be elected annually by a majority vote of the entire Board. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the

standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He or she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run for the twelve month period beginning with the first day of the month in which the Declaration is recorded, until the Board votes to change same. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(21)(c), only if applicable, as more fully set forth in the Administrative Rules as amended from time to time. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors

further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

- This is not a contract*
- B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, received by the Board within 21 days after the adoption of the annual budget, shall call a special meeting of the Owners within sixty (60) days after adoption of the annual budget upon not less than fourteen (14) days written notice to each Owner. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.
- C. Notwithstanding the foregoing to the contrary, as long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than 115% of the prior year's assessments without approval of a majority of all of the voting interests of the Association.

7.2 Reserves.

- A. **Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the estimated remaining life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time. These reserves shall be fully funded unless a majority of the voting interests of those Members present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed

to the Members as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the same vote of voting interests mentioned in the preceding sentence, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association to the extent required by the Condominium Act and Administrative Rules as amended from time to time.

- B. Other Reserves.** In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid or minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, subject to advice from the Association's accountant as to tax consequences of same. Any reserves which are not to be restricted must be shown in the operating portion of the budget.
- C. Developer Controlled Association.** Notwithstanding the foregoing to the contrary, prior to turnover of control of the Association to the Owners, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years which begin as stated in Section 7.8 below; after which time during Developer control, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting. Furthermore, prior to turnover of control of the Association by the Developer to the Owners, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in twelve (12) equal installments, in advance, due on or before the first day of each and every month of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent Owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

A. **Proviso.** Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of F.S. 718.111(13) (2002), as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by said statute as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall be for the twelve (12) month period beginning with the first day of the month in which this Declaration is recorded, unless otherwise voted by the Board of Directors from time to time.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines on any Owner and Unit for any violations of the Declaration, By-Laws and Rules and Regulations; as amended from

time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc. Provided, however, no fine shall be levied if the Committee referenced below votes not to levy a fine.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen (14) days written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting, at which meeting the Committee referred to in Section 8.6 below shall hear the matter.
- E. The Association shall be permitted to include in the Committee meeting notice, information that each day that the violation continues shall constitute a separate violation resulting in a separate fine.

8.4 Level of Fines. A fine for each violation shall be in amount(s) as set by the Board not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day or other period that the violation occurs, on a running per day/periodic basis, so long as the Committee's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before Committee of Owners.

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee

that the Owner is in violation, whereupon the fine may be levied without further advance warning.

- C. The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by the Board of Directors.

8.7 Levy of Fine. If the Committee does not agree with the imposition of a fine then no fine shall be imposed. Otherwise, the Board of Directors shall set the fine amount in the amount approved by the Committee.

8.8 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment.

8.9 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.10 Late Fees. The imposition of late fees shall not be subject to the notice and procedural provisions of this Section 8.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

Section 10. EMERGENCY BY-LAWS. The following shall apply to the extent not prohibited by the Condominium Act.

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-Owner of a Unit need sign the petition for that Unit.

11.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of Owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision _____ for present text."

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these By-Laws, these By-Laws may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors then serving and by not less than two-thirds (2/3) of the voting interests of all members. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the

By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:

- A. An amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

B. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.C of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

- C. The Developer shall be permitted to unilaterally amend these By-Laws, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to these By-Laws which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

Section 12. INDEMNIFICATION.

12.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and

committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
 - B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

Section 13. ARBITRATION. Nonbinding arbitration shall apply to disputes referenced in F.S. 718.1255.

Section 14. CERTIFICATE OF COMPLIANCE. A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

Section 15. EMINENT DOMAIN. The Association has the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 16. WRITTEN INQUIRIES. When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries, one of which may be

D-24

that the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

DATED THIS 11th DAY OF May, 2006.

LUCERNE LAKES CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]

President

This is not a certified copy

ARTICLES OF
INCORPORATION

No30000008263

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

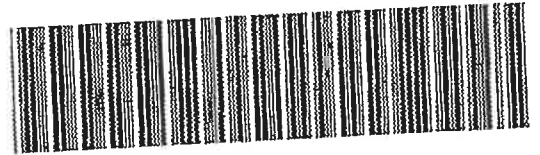
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000023209840

09/22/03--01064--002 **78.75

FILED
03 SEP 22 PM 4:10
CLERK OF STATE
TALLAHASSEE, FLORIDA

JAY STEVEN LEVINE, P.A. - ATTORNEYS

2500 North Military Trail, Suite 490, Boca Raton, FL 33431 - (561) 999-9925 (561) 999-9958 Fax
3300 PGA Boulevard, Suite 970, Palm Beach Gardens, FL 33410 - (561) 627-3585 (561) 627-0811 Fax
Vero Beach - By Appointment Only
e-mail - JAY S LEVINE PA@AOL.COM

*Jay Steven Levine, Esquire
Robert B. Burr, Esquire
Debbie Alspach, CLA*

Nadel Group, P.A. - Of Counsel

Please reply to:
Boca Raton, Florida

September 19, 2003

Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

RE: ARTICLES OF INCORPORATION - LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.
AND LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC.

Dear Sir or Madam:

Enclosed for filing is original and one copy of Articles of Incorporation for Lucerne Lakes Condominium Association, Inc. and an original and one copy of Articles of Incorporation for Lucerne Pointe Condominium "C" Association, Inc. Also enclosed are two checks, each in the amount of \$78.75 for filing fees, designation of registered agents and certified copies. Once recorded, please return the certified copies to us in the enclosed self-addressed stamped envelopes.

Thank you for your assistance in this matter.

Very truly yours,



Jay Steven Levine

JSL:sh

Enclosures - As Stated

FILED

03 SEP 22 PM 4:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "C"

ARTICLES OF INCORPORATION
OF
LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.
(a Florida corporation not for profit)

The undersigned by these Articles of Incorporation hereby associates himself for the purpose of forming a corporation not for profit under Chapters 617 and 718, Florida Statutes, and certifies as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC., and its mailing address is c/o 1700 N. University Drive, Suite 302, Coral Springs, Florida 33071.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Declaration of Condominium, as the "Declaration"; these Articles of Incorporation as the "Articles"; and the By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated by reference into these Articles.

ARTICLE III

PURPOSE AND POWERS

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of Lucerne Lakes, a Condominium located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer.

THIS INSTRUMENT PREPARED BY:
JAY STEVEN LEVINE, P.A.
2500 North Military Trail, Suite 490
Boca Raton, Florida 33431
(561) 999-9925

Section 3.2 Powers and Duties.

- A. General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the Condominium Act and corporate act and such powers as limited or modified by the provisions of Section 3.2.C below. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Condominium, the Units included, and Association property.
- B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:
1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.
 2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents.
 3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.
 4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.
 5. To reconstruct improvements after casualty.
 6. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
 7. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium and Association property.

C. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:

1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
2. The Association may borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is 20% of the annual budget, cumulatively in a budget year. However, if the amount of same shall exceed 20% of the annual budget, cumulatively in a budget year, then the loan may not be made unless approved by not less than a majority of the voting interests of those Owners present in person and by proxy at an Owners' meeting.
3. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.
2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.
3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all

amendments to the foregoing, as well as the Question and Answer Sheet referred to above, and the most recent year-end financial information on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

4. The Association shall ensure that the following contracts shall be in writing:
 - (a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.
 - (b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountants services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.
5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.
6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.
7. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied in writing by the Owners from time to time to the Association.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be as provided in Section 2.1 of the By-Laws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

- A. approval by Owners, when such approval is specifically required in the Law or Condominium Documents; and/or
- B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in 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.

Section 5.4. First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided for in the By-Laws, are as follows:

Lewis Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Carla Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Sue Fry
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 6.4. First Officers. The names and addresses of the first officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Lewis M. Moscovitch 1700 N. University Drive, Suite 302 Coral Springs, Florida 33071
Vice President:	Carla M. Moscovitch 1700 N. University Drive, Suite 302 Coral Springs, Florida 33071
Secretary:	Sue Fry 1700 N. University Drive, Suite 302 Coral Springs, Florida 33071
Treasurer:	Sue Fry 1700 N. University Drive, Suite 302 Coral Springs, Florida 33071

ARTICLE VII

BY-LAWS

The By-Laws of the Association may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these Articles, these Articles may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors then serving and by two-thirds (2/3) of the voting interests of all members. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the

contrary:

- A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.
- C. The Developer shall be permitted to unilaterally amend these Articles, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to these Articles which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

ARTICLE IX

TERM

The term of the Association shall be perpetual, subject to dissolution of the Association incident to termination of the Condominium as provided for in Section 18 of the Declaration and the Condominium Act.

ARTICLE X

REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for the Association is Larry Rothenberg, Esquire, and the Registered Office is 900 North Federal Highway, Suite 460, Boca Raton, Florida 33432.

IN WITNESS WHEREOF, the incorporator has affixed his signature on this 18 day of September, 2003.

WITNESSES:

Sign Susan Neilson
Print Susan Neilson
Sign Alina Frazier
Print Alina Frazier

Lewis
Lewis Moscovitch, Incorporator

FILED

03 SEP 22 PM 4:10

STATE OF FLORIDA

)

) ss

COUNTY OF PALM BEACH

)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I HEREBY CERTIFY that on this 18 day of Sept, 2003 before me personally appeared Lewis Moscovitch, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his free act and deed.

WITNESS my signature and official seal at _____ in the County of Palm Beach, State of Florida, the day and year last aforesaid.



Elana Fink
Commission # DD 074807
Expires Jan. 7, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Sign: Elana Fink

Print: Elana Fink

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent to accept service of process of LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC., at the place designated in these Articles, I agree to act in the capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

DATED THIS 18 day of September, 2003.

LARRY ROTHENBERG
Registered Agent

BY-LAWS

BY-LAWS

OF

LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.

(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. GENERAL. These are the By-Laws of LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Declaration of Condominium shall apply to terms used in these By-Laws.

Section 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. The members of the Association shall be those record Owners of Units in the Condominium. The foregoing is not intended to include persons who hold their interests merely as security for the performance of an obligation. Notwithstanding the foregoing to the contrary, the following shall apply:

- A. In the case of a life estate, only the life tenant (for the duration of his or her life) shall be deemed a member of the Association; thereafter, the persons holding the recorded remainder interest shall become the members of the Association.

2.2 Change in Membership. A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record Owner to deliver a copy of such instrument to the Association shall not deprive the new record Owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests; Votes. Each Member of the Association is entitled to one (1) vote for each Unit owned by him/her. The vote of a Unit is not divisible. Votes may be cast in person or by proxy, but proxies may not be used for the election of Directors.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County in the month of January of each year, at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.

B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interests of the Members.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or

B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or

2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of

and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings.

- A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.
- B. Annual and Special Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Member at his address as it appears on the books of the Association. Notice may also be given by e-mail or facsimile only if consented to in writing by the Owner concerned; however, notice of a recall meeting may not be provided by e-mail or facsimile. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, except that the maximum notice for the annual meeting where there is a contested election to the Board, is thirty-four (34) days. The notice must also state the intended agenda for the meeting.
1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership.

3.6 Waiver of Notice.

- A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.
- B. A member's attendance at a meeting, either in person or by proxy:
1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in

the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member at any time prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.
- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined

by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Notwithstanding the foregoing to the contrary, except as otherwise permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors. Limited proxies must be used where required by the Condominium Act.

3.9. Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 4. The name signed purports to be that of a pledgee, beneficial Owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
 5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the Co-Owners and the person signing appears to be acting on behalf of all the Co-Owners.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to

tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.

E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of those voting interests present in person and by proxy at the meetings, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable Administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum; Election Ballot Return.

A. Annual and Special Members Meetings. The quorum for the annual and special members' meetings shall be a majority of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

B. Election Meeting. Not less than twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- This is Not a Contract
- A. Collection of election ballots not yet cast, and election of Directors.
 - B. Call to order by the president (or other officer in the absence of the president)
 - C. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
 - D. Appointment of a parliamentarian, if so desired by the membership at the meeting.
 - E. Call of the roll or certification of quorum
 - F. Proof of notice of meeting or waiver of notice
 - G. Minutes of last members meeting --read or waive reading
 - H. Reports of officers
 - I. Reports of Committees
 - J. Unfinished Business
 - K. New Business
 - L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

Section 4. BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service; Qualifications.

- A. Number. The number of Directors which shall constitute the whole Board of Directors shall be three (3) persons.

B. Term. A Director shall be elected to serve for a term of one year, until his or her successor is duly elected, unless he or she sooner resigns, or is recalled.

C. Qualifications. A Director shall be a member of the Association or his or her spouse; and in the event of a trust as Owner, then any trustee; and in the event of a corporation as Owner, then any officer; and in the event of a business named partnership as Owner, then any general partner; the Association shall be permitted to obtain reasonable documentation from an Owner whose Unit is so owned, indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of a felony in the United States and has not had his or her voting rights restored in the jurisdiction of his or her residency is not eligible to serve on the Board of Directors.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 1/2 inches by 11 inches. The candidate's information sheet, if any, must be received by the Association by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association shall provide that notice to all Members required by Section 3.5.B above, reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. A newly elected Director shall take office immediately upon the adjournment of the election meeting, provided that the ballot return in Section 3.11.B above is achieved, and notwithstanding that there may not be a quorum for the annual meeting.

A. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all

candidates take office as Directors immediately following the adjournment of the annual meeting.

2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.
3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. By Written Agreement. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.
- D. Proviso. Notwithstanding the foregoing to the contrary: Any vacancies due to the resignation or death of a Developer appointed Director shall be filled by the Developer, and no Director appointed by the Developer shall be subject to recall by the Owners. Any vacancy so filled by the Developer may be done so without the necessity of any Board meeting or reference in the minutes of a Board meeting.

4.5 Vacancies on the Board.

- A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall as

provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

B. Vacancy In Connection with Recall.

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.
3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.
4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election shall be as set forth in applicable Administrative Rules.

C. Proviso. To the extent that both the Developer and Owners other than the Developer are entitled to representation on the Board, then the following provisions shall apply:

1. Directors elected or appointed by Owners other than the Developer shall be subject to recall by only Owners other than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by Owners other than the Developer shall be counted.
2. Directors elected or appointed by the Developer shall be subject to recall by only the Developer. Voting interests owned or controlled by Owners other than the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum

pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by the Developer shall be counted.

3. Subject to the entitlement of representation provisions of Section 718.301, Florida Statutes, only the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Units owned by the Developer. Only Owners other than the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Owners other than the Developer.

4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. 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.
- C. Special Meetings. Special meetings of the Directors may be called by the president and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings: Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph,

and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

- C. Notice to Members.

Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, except in an emergency.

2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, and the annual budget, discussed or approved shall be mailed or delivered to the Members and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association. In addition, notice of Board meetings may be given by e-mail or facsimile if consented in writing by the Owner concerned.

- D. Agenda. The notice of any Board meeting shall identify all agenda items and when the annual budget shall be considered, the notice must state that the annual assessment will be considered.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained

shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or

He or she votes against or abstains from the action taken due to an asserted conflict of interest. An abstention for any other reason shall be considered an affirmative vote.

D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.9 Members Participation at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Member may videotape or tape record at any Board meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

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

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Condominium property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Meetings of Committees which do not take final action on behalf of the Board or do not make recommendations to the Board regarding the annual budget are exempt from compliance with F.S. 718.112(2)(c).

4.16 Transfer of Board Control. Under F.S. 718.301(1), when Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association, the Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the Board members. F.S. 718.301(1) provides for when the Owners other than the Developer are entitled to elect a majority of the members of the Board. All of these instances are as follows: At the earliest of the following events: Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to

purchasers; or three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or all Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or seven (7) years after the date of recordation of this Declaration creating the initial Phase. The Developer may turn over control of the Board of Directors of the Association to the Owners other than the Developer prior to such date in its sole discretion, whereupon it shall be the affirmative obligation of the Owners other than the Developer to elect Directors and assume control of the Association; the Owners other than the Developer shall be required to accept such control, so long as the Developer provides the notice required under F.S. 718.301(2).

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, and a vice-president, who shall be Directors, and a treasurer and a secretary, who need not be Directors, all of whom shall be elected annually by a majority vote of the entire Board. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the

standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He or she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor statutory and non-statutory committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run for the twelve month period beginning with the first day of the month in which the Declaration is recorded, until the Board votes to change same. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(21)(c), only if applicable, as more fully set forth in the Administrative Rules as amended from time to time. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors

further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

- B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, received by the Board within 21 days after the adoption of the annual budget, shall call a special meeting of the Owners within sixty (60) days after adoption of the annual budget upon not less than fourteen (14) days written notice to each Owner. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.
- C. Notwithstanding the foregoing to the contrary, as long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than 115% of the prior year's assessments without approval of a majority of all of the voting interests of the Association.

7.2 Reserves.

- A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the estimated remaining life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time. These reserves shall be fully funded unless a majority of the voting interests of those Members present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed

to the Members as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the same vote of voting interests mentioned in the preceding sentence, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association to the extent required by the Condominium Act and Administrative Rules as amended from time to time.

B. Other Reserves. In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid or minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, subject to advice from the Association's accountant as to tax consequences of same. Any reserves which are not to be restricted must be shown in the operating portion of the budget.

C. Developer Controlled Association. Notwithstanding the foregoing to the contrary, prior to turnover of control of the Association to the Owners, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years which begin as stated in Section 7.8 below; after which time during Developer control, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting. Furthermore, prior to turnover of control of the Association by the Developer to the Owners, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in twelve (12) equal installments, in advance, due on or before the first day of each and every month of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent Owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of F.S. 718.111(13) (2002), as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by said statute as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall be for the twelve (12) month period beginning with the first day of the month in which this Declaration is recorded, unless otherwise voted by the Board of Directors from time to time.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines on any Owner and Unit for any violations of the Declaration, By-Laws and Rules and Regulations; as amended from

time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc. Provided, however, no fine shall be levied if the Committee referenced below votes not to levy a fine.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required: Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen (14) days written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting, at which meeting the Committee referred to in Section 8.6 below shall hear the matter.
- E. The Association shall be permitted to include in the Committee meeting notice, information that each day that the violation continues shall constitute a separate violation resulting in a separate fine.

8.4 Level of Fines. A fine for each violation shall be in amount(s) as set by the Board not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day or other period that the violation occurs, on a running per day/periodic basis, so long as the Committee's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before Committee of Owners.

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee

that the Owner is in violation, whereupon the fine may be levied without further advance warning.

- C. The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by the Board of Directors.

8.7 Levy of Fine. If the Committee does not agree with the imposition of a fine then no fine shall be imposed. Otherwise, the Board of Directors shall set the fine amount in the amount approved by the Committee.

8.8 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment.

8.9 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.10 Late Fees. The imposition of late fees shall not be subject to the notice and procedural provisions of this Section 8.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

Section 10. EMERGENCY BY-LAWS. The following shall apply to the extent not prohibited by the Condominium Act.

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-Owner of a Unit need sign the petition for that Unit.

11.2 Procedure: Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of Owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision _____ for present text."

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these By-Laws, these By-Laws may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors then serving and by not less than two-thirds (2/3) of the voting interests of all members. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the

By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:

- A. An amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.C of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

- C. The Developer shall be permitted to unilaterally amend these By-Laws, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to these By-Laws which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

Section 12. INDEMNIFICATION.

12.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and

committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
 - B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

Section 13. ARBITRATION. Nonbinding arbitration shall apply to disputes referenced in F.S. 718.1255.

Section 14. CERTIFICATE OF COMPLIANCE. A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

Section 15. EMINENT DOMAIN. The Association has the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 16. WRITTEN INQUIRIES. When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries, one of which may be

that the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

DATED THIS 14th DAY OF May, 2006.

LUCERNE LAKES CONDOMINIUM
ASSOCIATION, INC.

By: _____

President

This is not a certified copy

MINUTES

NO 3000008263

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900063499809

01/17/06--01048--010 **35.00

FILED
2006 JAN 17 AM 9:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Resegui

G. Coulliette JAN 23 2006

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Lucerne Lakes Condominium Association, Inc.,
(Name of Corporation)

DOCUMENT NUMBER: NO3000008263

The enclosed Officer/Director Resignation for a Corporation and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Sue Fry
(Name of Person)

(Name of Firm/Company)

5100 Arthur St.
(Address)

Hollywood, FL 33021
(City/State and Zip Code)

For further information concerning this matter, please call:

Sue Fry at (954) 214-7010
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for \$35.00 made payable to the Florida Department of State.

Street Address:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Mailing Address:
Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

**OFFICER / DIRECTOR RESIGNATION
FOR A CORPORATION**

I, Sue Fry hereby resign as Director, Secretary, Treasurer
(Title) (D, S, T)
of Lucerne Lakes Condominium Association, Inc.
(Name of Corporation)
NO3000008263 a corporation organized under the laws of the State of
(Document Number, if known)
Florida


(Signature of resigning officer/director)

FILING FEE IS \$35.00

Make checks payable to Florida Department of State and mail to:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED
2006 JAN 17 AM 9:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.
BOARD OF DIRECTORS MEETING
MINUTES OF THE MEETING
April 4, 2007

Board of Directors Meeting of the Lucerne Lakes Condominium Association, Inc.
was held at the Lucerne Lakes Clubhouse Library Room, April 4, 2007 @
7:00 p.m. The following persons were present:

BOARD MEMBERS IN ATTENDANCE
LEWIS MOSCOVITCH
CARLA MOSCOVITCH – by speaker phone

OTHERS IN ATTENDANCE
Bob Zulli – GRS Management
Various Unit Owners and/or Representatives

CALL TO ORDER
Bob Zulli called the meeting to order at 7:00 pm
A quorum was determined to be present

ACTION ITEMS
The 2007 proposed budget and new maintenance fees were discussed.
*Lewis Moscovitch moved to approve the proposed 2007 budget and
maintenance fees (see attached budget)*
Carla Moscovitch seconded the motion.
The motion passed unanimously.

DISCUSSIONS AND OTHER MATTERS
A discussion ensued about numerous budget and other issues.

ADJOURNMENT
The meeting was adjourned at 8:00 p.m.

Respectfully Submitted,


Lewis Moscovitch
Director

File

LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.
NOTICE OF BOARD OF DIRECTORS BUDGET MEETING

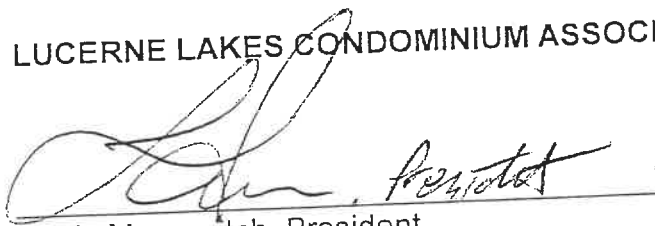
NOTICE IS HEREBY GIVEN that the Lucerne Lakes Condominium Association, Inc., Board of Directors Budget Meeting will be held April 4, 2007, at 7:00 p.m. at the Lucerne Point Main Clubhouse in the Ballroom. The proposed 2007 Budget will be considered and adopted. (See attached).

A G E N D A

1. Call to Order
2. Determination of Quorum
3. Approval of 2007 Budget.
4. Adjournment.

DATED: March 21, 2007

LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC

 4/4/07

Lewis Moscovitch, President
Board of Directors

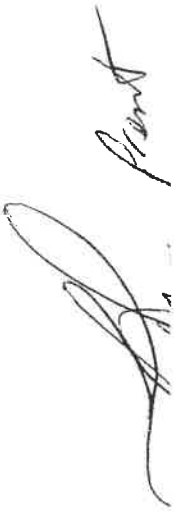
**LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.
PROPOSED BUDGET- JANUARY 1, 2007 TO DECEMBER 31, 2007
BASED ON 14 HOMES**

	2007 ANNUAL	2007 MONTHLY	2007 PER OWNER
Expenses:			
Management Fees	1,512	126	9.00
Fees/Permits/Taxes	300	25	1.79
Office Supplies/Misc.	144	12	0.86
Accounting Fees	450	38	2.68
Legal/Admin Fees	3,000	250	17.86
Division Fees	56	5	0.33
Electric	252	21	1.50
Trash Collection	300	25	1.79
Water & Sewer Service	650	54	3.87
Insurance	22,000	1,833	130.95
Janitorial Expenses	0	0	0.00
Gen. Repair & Maint	1,500	125	8.93
Pest Control	2,400	200	14.29
Fire Alarm Maint.	372	31	2.21
Miscellaneous	500	42	2.98
Master Assn Fees	2,238	186	13.32
POA Fees	9,282	774	55.25
Lucerne Pointe Ree	15,648	1,304	93.14
Reserves	4,024	335	23.95
Property Taxes	Not Applicable	Not Applicable	Not Applicable
Security Expense	Not Applicable	Not Applicable	Not Applicable
Rent for Rec and other Common Facilities	Not Applicable	Not Applicable	Not Applicable
Operating Capital	Not Applicable	Not Applicable	Not Applicable
Expenses for an owner	Not Applicable	Not Applicable	Not Applicable
Rent for Unit	Not Applicable	Not Applicable	Not Applicable
Rent under Rec Lease	Not Applicable	Not Applicable	Not Applicable

[Signature]
1/1/07

-----	-----	-----
64,627	5,386	\$385
=====	=====	=====

Total Operating Expenses



MAINTENANCE FEES MONTHLY

	2007	2006
SMALLER HOMES	\$385	\$260
	\$361	\$240
	=====	=====

TOTAL FEES MONTHLY WITH RESERVES:
 TOTAL FEES MONTHLY WITHOUT RESERVES:

Approved

RESERVES:	Description	Estimated Useful Life	Estimated Remaining Useful Life	Estimated Replacement Cost	Estimated Fund Balance 12/31/06	Estimated Reserves 2007
	Roofing Reserve	20	19	25,000	0	1,316
	Paving Reserve	7	6	5,000	0	833
	Painting Reserve	5	4	7,500	0	1,875
				37,500	0	4,024
				=====	=====	=====

**The estimated replacement costs and life are management estimates. A professional engineer was not hired to perform a reserve analysis.

Approved
 4/4/07

**ACTION OF THE
BOARD OF DIRECTORS OF
LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.
BY UNANIMOUS WRITTEN CONSENT**

The undersigned, being all of the directors of Lucerne Lakes Condominium Association, Inc., a Florida corporation (the "Corporation"), and there currently being no members of the Corporation, the undersigned in their capacity as directors of the Corporation hereby consent to and take the following actions:

INDEMNIFICATION OF INCORPORATOR

The Corporation agrees to hold harmless and indemnify the incorporator from any and all liability incurred by him or her in connection with acting as incorporator.

BY LAWS

The By-Laws presented to the directors are hereby approved and each officer of the Corporation is hereby authorized and directed to certify the By-Laws as and when requested and to insert a copy of the By-Laws in the minute book of the Corporation.

OFFICERS

The following persons are elected to the offices of the Corporation set forth opposite their respective names, each to serve for the term provided in the By-laws of the Corporation:

President, Treasurer and Secretary	Lewis M. Moscovitch
Vice President	Carla M. Moscovitch

BANKING ARRANGEMENTS

The President and the other officers of the Corporation are authorized for and on behalf of the Corporation to designate banks in which the funds of the Corporation may be deposited to the credit of the Corporation, with such officers or other persons as he deems appropriate to withdraw funds from said accounts, and to otherwise carry on business with said banks, all of which may be evidenced and set forth in the printed forms of resolutions provided by said banks, and any such resolutions executed and delivered by the officers of the Corporation shall be deemed and hereby are adopted as resolutions of the board of directors of the Corporation as if set forth in full in minutes of a meeting of the board of directors of the Corporation.

CORPORATE BOOKS; ORGANIZATION EXPENSES

The officers of the Corporation are authorized to obtain, establish and maintain minute books and all other corporate records required by any statute or the Articles, By-Laws or Declaration of the Corporation or deemed by such officers to be necessary or advisable, and to pay from the corporate treasury all expenses incident to the incorporation and organization of the Corporation.

ASSOCIATION MATTERS

The officers of the Corporation are authorized and empowered, in the name and on behalf of the Corporation, to execute and/or deliver any and all documents, agreements, instruments, certificates, and other writings, to incur such expenses and to take such other and further action as any such officer may deem necessary and appropriate in connection with the establishment of the Corporation as a Association or as may be necessary, desirable or contemplated by any prospectus, offering circular or similar document with respect to the proposed sale or sale of any units in the Association, including without limitation the provision of any proposed or approved budgets and the negotiation, execution and delivery of an agreement with a property management company.

OTHER MATTERS

The officers of the Corporation are authorized and empowered, in the name of and on behalf of the Corporation, to execute and/or deliver any and all documents, agreements, instruments, certificates and other writings, to incur such expenses and to take such other and further action as any such officer may deem necessary and appropriate to implement the terms of, and to consummate the transactions and purposes contemplated by, the foregoing actions, the execution and delivery of any such document, agreement, instrument, certificate or other writing, the incurring of such expenses and the taking of any such action to be conclusive evidence of the authority therefor.

RATIFICATION

Any and all actions heretofore taken by or at the direction of any director or officer of the Corporation be, and hereby are, in all respects approved, confirmed and ratified in all respects.

Dated as of May 11, 2006

A handwritten signature in dark ink, appearing to read 'Lewis M. Moscovitch', written over a horizontal line.

Lewis M. Moscovitch

Carla M. Moscovitch

ANNUAL REPORTS

2007 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 02, 2007 8:00 am
Secretary of State
04-02-2007 90059 009 ****61.25

DOCUMENT # N03000008263																							
1. Entity Name LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.																							
Principal Place of Business 4400 W SAMPLE ROAD STE 118 COCONUT CREEK, FL 33073		Mailing Address 4400 W SAMPLE ROAD STE 118 COCONUT CREEK, FL 33073																					
2. Principal Place of Business - No P.O. Box #		3. Mailing Address																					
Suite, Apt. #, etc.		Suite, Apt. #, etc.																					
City & State		City & State																					
Zip	Country	Zip	Country																				
6. Name and Address of Current Registered Agent ROTHENBERG, LARRY ESQ. 815 CORAL RIDGE DR. POMPANO BEACH, FL 33071		7. Name and Address of New Registered Agent Name Street Address (P.O. Box Number is Not Acceptable) City FL Zip Code																					
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.																							
SIGNATURE _____ <small>Signature, typed or printed name of registered agent and title if applicable.</small>		DATE _____ <small>(NOTE: Registered Agent signature required when reinstating)</small>																					
Filing Fee is \$61.25 Due by May 1, 2007		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees																					
10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">DP</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Delete</td> </tr> <tr> <td>NAME</td> <td>MOSCOVITCH, LEWIS M</td> <td></td> </tr> <tr> <td>STREET ADDRESS</td> <td>4400 W SAMPLE ROAD, # 118</td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td>COCONUT CREEK, FL 33073</td> <td></td> </tr> </table>	TITLE	DP	<input type="checkbox"/> Delete	NAME	MOSCOVITCH, LEWIS M		STREET ADDRESS	4400 W SAMPLE ROAD, # 118		CITY- ST- ZIP	COCONUT CREEK, FL 33073		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Change <input type="checkbox"/> Addition</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>		TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition	STREET ADDRESS			CITY- ST- ZIP		
TITLE	DP	<input type="checkbox"/> Delete																					
NAME	MOSCOVITCH, LEWIS M																						
STREET ADDRESS	4400 W SAMPLE ROAD, # 118																						
CITY- ST- ZIP	COCONUT CREEK, FL 33073																						
TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition																					
STREET ADDRESS																							
CITY- ST- ZIP																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">DVP</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Delete</td> </tr> <tr> <td>NAME</td> <td>MOSCOVITCH, CARLA M</td> <td></td> </tr> <tr> <td>STREET ADDRESS</td> <td>4400 W SAMPLE ROAD, # 118</td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td>COCONUT CREEK, FL 33073</td> <td></td> </tr> </table>	TITLE	DVP	<input type="checkbox"/> Delete	NAME	MOSCOVITCH, CARLA M		STREET ADDRESS	4400 W SAMPLE ROAD, # 118		CITY- ST- ZIP	COCONUT CREEK, FL 33073		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Change <input type="checkbox"/> Addition</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>		TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition	STREET ADDRESS			CITY- ST- ZIP		
TITLE	DVP	<input type="checkbox"/> Delete																					
NAME	MOSCOVITCH, CARLA M																						
STREET ADDRESS	4400 W SAMPLE ROAD, # 118																						
CITY- ST- ZIP	COCONUT CREEK, FL 33073																						
TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition																					
STREET ADDRESS																							
CITY- ST- ZIP																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Delete</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>	TITLE	NAME	<input type="checkbox"/> Delete	STREET ADDRESS			CITY- ST- ZIP			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Change <input type="checkbox"/> Addition</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>		TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition	STREET ADDRESS			CITY- ST- ZIP					
TITLE	NAME	<input type="checkbox"/> Delete																					
STREET ADDRESS																							
CITY- ST- ZIP																							
TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition																					
STREET ADDRESS																							
CITY- ST- ZIP																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Delete</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>	TITLE	NAME	<input type="checkbox"/> Delete	STREET ADDRESS			CITY- ST- ZIP			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Change <input type="checkbox"/> Addition</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>		TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition	STREET ADDRESS			CITY- ST- ZIP					
TITLE	NAME	<input type="checkbox"/> Delete																					
STREET ADDRESS																							
CITY- ST- ZIP																							
TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition																					
STREET ADDRESS																							
CITY- ST- ZIP																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Delete</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>	TITLE	NAME	<input type="checkbox"/> Delete	STREET ADDRESS			CITY- ST- ZIP			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">TITLE</td> <td style="width: 65%;">NAME</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> Change <input type="checkbox"/> Addition</td> </tr> <tr> <td>STREET ADDRESS</td> <td></td> <td></td> </tr> <tr> <td>CITY- ST- ZIP</td> <td></td> <td></td> </tr> </table>		TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition	STREET ADDRESS			CITY- ST- ZIP					
TITLE	NAME	<input type="checkbox"/> Delete																					
STREET ADDRESS																							
CITY- ST- ZIP																							
TITLE	NAME	<input type="checkbox"/> Change <input type="checkbox"/> Addition																					
STREET ADDRESS																							
CITY- ST- ZIP																							
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes, and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, without other like empowered.																							
SIGNATURE: _____ <small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR</small>		Date _____ Daytime Phone # _____																					

40048167



2006 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 27, 2006
Secretary of State

DOCUMENT# N03000008263

Entity Name: LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.

Current Principal Place of Business:

1700 N. UNIVERSITY DRIVE, SUITE 302
CORAL SPRINGS, FL 33071

New Principal Place of Business:

4400 W SAMPLE ROAD
STE 118
COCONUT CREEK, FL 33073

Current Mailing Address:

1700 N. UNIVERSITY DRIVE, SUITE 302
CORAL SPRINGS, FL 33071

New Mailing Address:

4400 W SAMPLE ROAD
STE 118
COCONUT CREEK, FL 33073

FEI Number: 20-0948611

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

ROTHENBERG, LARRY ESQ.
815 CORAL RIDGE DR.
POMPANO BEACH, FL 33071 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

OFFICERS AND DIRECTORS:

Title: DP () Delete
Name: MOSCOVITCH, LEWIS M
Address: 1700 N. UNIVERSITY DRIVE, SUITE 302
City-St-Zip: CORAL SPRINGS, FL 33071

Title: DVP () Delete
Name: MOSCOVITCH, CARLA M
Address: 1700 N. UNIVERSITY DRIVE, SUITE 302
City-St-Zip: CORAL SPRINGS, FL 33071

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: DP (X) Change () Addition
Name: MOSCOVITCH, LEWIS M
Address: 4400 W SAMPLE ROAD, # 118
City-St-Zip: COCONUT CREEK, FL 33073

Title: DVP (X) Change () Addition
Name: MOSCOVITCH, CARLA M
Address: 4400 W SAMPLE ROAD, # 118
City-St-Zip: COCONUT CREEK, FL 33073

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: LEWIS MOSCOVITCH

DP

04/27/2006

Electronic Signature of Signing Officer or Director

Date

**2005 NOT-FOR-PROFIT CORPORATION
ANNUAL REPORT**

FILED
Apr 27, 2005 08:00 AM
Secretary of State

DOCUMENT # N03000008263

1. Entity Name
LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.



Principal Place of Business
1700 N. UNIVERSITY DRIVE, SUITE 302
CORAL SPRINGS, FL 33071

Mailing Address
1700 N. UNIVERSITY DRIVE, SUITE 302
CORAL SPRINGS, FL 33071



03222005 No Chg-NP

CR2E037 (10/03)

DO NOT WRITE IN THIS SPACE

4. FEI Number
20-0948611

Applied For
Not Applicable

5. Certificate of Status Desired

☒ **\$8.75 Additional
Fee Required**

6. Name and Address of Current Registered Agent

ROTHENBERG, LARRY ESQ.
815 CORAL RIDGE DR.
POMPANO BEACH, FL 33071

**DO NOT WRITE
IN THIS SPACE**

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE

Signature, typed or printed name of registered agent and title if applicable.

(NOTE: Registered Agent signature required when reinstating)

DATE

**Filing Fee is \$61.25
Due by May 1, 2005**

9. Election Campaign Financing
Trust Fund Contribution. ☐

**\$5.00 May Be
Added to Fees**

10. OFFICERS AND DIRECTORS

TITLE DP
NAME MOSCOVITCH, LEWIS M
STREET ADDRESS 1700 N. UNIVERSITY DRIVE, SUITE 302
CITY - ST - ZIP CORAL SPRINGS, FL 33071

TITLE DVP
NAME MOSCOVITCH, CARLA M
STREET ADDRESS 1700 N. UNIVERSITY DRIVE, SUITE 302
CITY - ST - ZIP CORAL SPRINGS, FL 33071

TITLE DST
NAME FRY, SUE
STREET ADDRESS 1700 N. UNIVERSITY DRIVE, SUITE 302
CITY - ST - ZIP CORAL SPRINGS, FL 33071

TITLE
NAME
STREET ADDRESS
CITY - ST - ZIP

TITLE
NAME
STREET ADDRESS
CITY - ST - ZIP

TITLE
NAME
STREET ADDRESS
CITY - ST - ZIP

U00000337127
04/27/05-80156-007 70.00

**DO NOT WRITE
IN THIS SPACE**

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(f), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all officer-like empowered.

SIGNATURE:

[Signature]


SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

4/18/05 954-341-1499
Date Daytime Phone #

2004 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 07, 2004 8:00 am
Secretary of State

04-07-2004 90027 031 ****70.00

DOCUMENT # N03000008263 1. Entity Name LUCERNE LAKES CONDOMINIUM ASSOCIATION, INC.					
Principal Place of Business 1700 N. UNIVERSITY DRIVE, SUITE 302 CORAL SPRINGS, FL 33071			Mailing Address 1700 N. UNIVERSITY DRIVE, SUITE 302 CORAL SPRINGS, FL 33071		
2. Principal Place of Business Suite, Apt. #, etc. City & State Zip Country			3. Mailing Address Suite, Apt. #, etc. City & State Zip Country		
6. Name and Address of Current Registered Agent ROTHENBERG, LARRY ESQ. 900 NORTH FEDERAL HIGHWAY, SUITE 460 BOCA RATON, FL 33432			7. Name and Address of New Registered Agent Name Street Address (P.O. Box Number is Not Acceptable) 815 Coral Ridge Drive City Coral Springs FL Zip Code 33071		
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.					
SIGNATURE _____ <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE</small>					
Filing Fee is \$61.25 Due by May 1, 2004		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/>		\$5.00 May Be Added to Fees	
<div style="text-align: right;"> Make check payable to Florida Department of State </div>					
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE NAME STREET ADDRESS CITY-ST-ZIP	DP MOSCOVITCH, LEWIS M 1700 N. UNIVERSITY DRIVE, SUITE 302 CORAL SPRINGS, FL 33071	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	DVP MOSCOVITCH, CARLA M 1700 N. UNIVERSITY DRIVE, SUITE 302 CORAL SPRINGS, FL 33071	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	DST FRY, SUE 1700 N. UNIVERSITY DRIVE, SUITE 302 CORAL SPRINGS, FL 33071	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete			
12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address with all other like empowered.					
SIGNATURE: _____ <small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR</small>					



03312004 Chg-NP CR2E037 (10/03)

4. FEI Number **20-0948611** Applied For
Not Applicable

5. Certificate of Status Desired ☒ **\$8.75 Additional
Fee Required**

4-2-04 954341-1499
Date Daytime Phone #

CERTIFICATE OF OCCUPANCY

Palm Beach County
Planning, Zoning & Building Department
100 Australian Avenue, West Palm Beach, FL 33406
www.co.palm-beach.fl.us/pzb
(561) 233-5000

This is to certify that the **RESIDENTIAL** Structure Built Under Permit No. B05006069

Described as **RESIDENCE/MULTI-FAMILY/CONDO**
14 UNIT APARTMENT BLDG

Owned By **SYMPHONY BUILDERS**

Contractor **REMCON CONSTRUCTION INC**

and Located at **4720 LUCERNE LAKES BLVD**
CONDO ** RESIDENT INSPECTOR **

In Subdivision **PINES AT LUCERNE POINT** Section **28**, Township **44**

Range **42**, Lot **0**, Block **00**, Units **014**, was inspected and at the time of issuance of this certificate, was found to the best of my knowledge, to conform to the code requirements of the county of Palm Beach and/or was certified by Florida Registered architect or engineer that it meets the requirements of said codes, and is approved for utility services, as intended by the permit.

REBECCA CALDWELL

BUILDING OFFICIAL

AUGUST 03, 2006

BRIAN L DOUGLAS

DATE

INSPECTOR

examine watermark for validity

DUPLICATE 1 OF 1

PEST PREVENTION'S BEST



Pre-Construction Subterranean Termite Repair and Retreatment Warranty

Residential Treatment Information

Diligent Environmental Services Inc. is a full service company offering termite control, lawn & ornamental spraying and fertilization and all types of pest prevention services. Diligent Environmental Services Inc. performed a pre-construction soil treatment to the structure(s) identified below to prevent an infestation of subterranean termites, including Formosan Subterranean Termites (*Coptotermes Formosanus*). This treatment was requested and paid for by the builder or the builder's agent noted below and this Warranty was transferred to you ("Customer") at the time Customer closed on the Structure(s). Pre-construction subterranean termite treatments are performed in accordance with the EPA labels for the termiticide applied and applicable Florida law.

Repair and Retreatment Warranty

Diligent Environmental Services Inc. warrants the pre-construction treatment applied to the Structure(s) for a period of eighteen (18) months from the initial date of treatment listed below. During the period of this Warranty, Diligent Environmental Services Inc. will repair new damage caused by subterranean termites and retreat the Structure(s) with a liquid termiticide as necessary to control an active infestation of subterranean termites. Retreatments will be performed at no additional cost to Customer. **This Warranty is subject to certain terms, conditions, limitations and exclusions (See Reverse Side) and Customer is advised to read this Warranty in its entirety and contact Diligent Environmental Services Inc. with any questions you may have regarding its content.**

Customer may renew this Warranty annually for a minimum of five (5) years by paying an annual renewal fee listed below, on or before each anniversary date of this Agreement. For purposes of this Agreement, the parties agree that "anniversary date" is defined as that day that falls exactly one year from the date of treatment set forth below. Customer's failure to pay the renewal fee in accordance with this Agreement will render this Contract void, but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. Diligent Environmental Services reserves the right to adjust the renewal fee upon written notice given to Customer within thirty (30) days prior to the anniversary date of this Agreement. Customer has the right to terminate this Agreement upon receipt of Pest Control Company's written notice of an increase in the annual renewal fee. Such notice of termination must be made in writing and provided to Pest Control Company no later than ten (10) days before the anniversary date of this Agreement.

Initial Date: 04/14/2005

Final Date: 06/27/2006

Property Address: Current Homeowner

4720 Lucerne Lakes Blvd
Lake Worth, FL 33467

Renewal Fee: \$ 1,175.00

Treatment Area: 21000 sf

Products: DURSBAN

Concent %: 1.0

Renewal Date: 10/14/2006

Builder: Gillette Construction

8895 N. Military Trail Palm Beach Gardens, FL 33410-4606

Subdivision: LUCERNE LAKES

Lot/Block: Units 01 - 14

This contract not valid without company seal and certificate issuance date. The Contract is initiated through verbal request by Florida administrative code section 105.2K. These treatments are applied as a result of building code or financial Institution requirements as required by Florida Building Code (FBC) 1816.17.

A handwritten signature in black ink that reads "Hu Montague".

Authorized Agent for company

License #JB94495

1-866-PRE-TREAT

WWW.DILIGENTFL.COM