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DECLARATION OF CONDOMINIUM
OF
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM

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NOT A CERTIFIED COPY

DECLARATION OF CONDOMINIUM
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1. Submission Statement and Phasing Plan

a. Submission Statement. Yale Properties - Boca Two, a Florida general partnership (hereinafter called the "Developer"), owns the fee simple title to that certain real property in Palm Beach County, Florida, legally described in Exhibit "A" annexed hereto. Developer does hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM (the "Condominium").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each Unit Owner, his heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the Common Elements as defined herein.

b. Phasing Plan. This Condominium is a phase condominium as provided for in Florida Statute 718.403. Exhibit "A" to this Declaration sets forth the legal description and survey of the real property submitted to condominium ownership. Exhibit "B" to this Declaration sets forth the plan of phasing. The estimated latest date of completion of the Condominium shall be seven (7) years from the date of recordation of this Declaration.

The general scheme of phasing the Condominium is the submission of the parcel of property to condominium ownership described on Exhibit "A" and the proposed addition of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Condominium Association. It is not anticipated that the submission of any additional phase to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The addition of a phase to this Condominium, thereby adding additional Units, will reduce the share of Common Elements, Common Surplus and Common Expenses attributable to each previously created Unit. The adding of a subsequent phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phases so added. If Developer decides not to add additional phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association and own 100% of the Common Elements.

The phasing plan of this Condominium may be terminated by the Developer in its sole discretion, upon the filing of a termination statement which shall not require the execution, joinder or consent of the Association, the Unit Owners, or any Mortgagees of Units.

The construction and addition of a phase is within the sole discretion of the Developer. The decision by Developer not to submit a phase to condominium ownership for this Condominium shall not be construed as preventing the Developer from developing other residential projects on the property at a later time.

This Condominium will contain no time-share estates.

Unless otherwise prohibited by the Act, Developer reserves the right to change the configuration or size of any Condominium Unit in any nonmaterial fashion, and further can make nonmaterial alterations or modifications to the appurtenances to the Unit.

Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units.

2. Definitions

As used herein and in the Bylaws attached hereto and in all amendments thereto, unless the context requires otherwise:

a. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

b. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

c. "Association" or "Corporation" means Bridgepointe at Broken Sound Condominium Association, Inc., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

d. "Board" means the Board of Directors of the Association.

e. "Bylaws" means the Bylaws of the Association.

f. "Common Elements" means the portion of the Condominium Property not included in the Units.

g. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws; and (4) any valid expenses or debts against the Condominium as a whole.

h. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

i. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

j. "Condominium Building" or "Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

k. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

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

m. "Condominium Property" means and includes the land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

n. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

o. "Developer" means Yale Properties - Boca Two, a Florida general partnership, or its designees and assigns.

p. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, the Federal National Mortgage Association or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or any other lender approved by the Association pursuant to the provisions of Paragraph 18, holding a mortgage encumbering a Condominium Unit.

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

r. "Owner" or "Unit Owner" means a record owner of legal title to a Condominium Parcel.

s. "Community Association" means Bridgepointe at Broken Sound Community Association, Inc. See Paragraph 31 herein for a description of ownership in the Community.

t. "Master Community Association" means Country Club Maintenance Association, Inc. See Paragraph 31 herein for a description of ownership in Broken Sound.

u. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by an annual budget.

v. "Unit" or "Condominium Unit" means a portion of the Condominium Property which is subject to exclusive ownership.

3. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

a. A Condominium Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each Unit and proposed Unit is identified by a numeric designation as set forth in Exhibits "A" and "B" attached hereto.

Lower Boundary - The undecorated, unfinished upper surface of the floor.

Upper Boundary - The undecorated, unfinished lower surface of the ceiling, as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries - The undecorated, unfinished interior surface of the perimeter walls of the Unit extended to their intersection with the upper and lower

boundaries. Where a veranda, terrace, loggia, balcony or porch serves only the Unit being bounded, the perimetrical boundary shall vary with the interior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

Apertures - Where there is an aperture to any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places at right angles to the dimension of such aperture so that the perimetrical boundary at such places shall be coincident with the interior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fired to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings, or screens shall be included within the Units and shall not be deemed a Common Element.

Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weightbearing structure and shall exclude all pipes, ducts, wires, conduits and other facilities running through any interior walls or partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit: air conditioning and heating system, elevators, filters, coils, heating strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures, cabinets, garage doors and front doors. In the event a Unit Owner purchases an elevator as an option to the Unit, said elevator will be considered part of the Unit.

b. Limited Common Elements -- The Limited Common Elements for each Unit are as follows: (i) walkways serving only a specific Unit, and (ii) driveways serving only a specific Unit. The walkways and driveways shall be maintained by the Association. All Limited Common Elements shall be an appurtenance to the designated Unit. Additionally, any outside lighting fixtures and any trash enclosures, attached to the building and serving only a Unit adjacent to such area is a Limited Common Element appurtenant to such adjacent Unit.

c. Condominium Parcel -- There shall pass with each Unit as an appurtenance thereto:

- (1) An undivided interest in the Common Elements.
- (2) An undivided share in the Common Surplus.
- (3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (4) Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.
- (5) Membership for the Unit Owner in the Association and, on all matters on which the membership of the Association shall be entitled to vote, one vote for each Unit, subject to the rights and obligations of membership therein.
- (6) The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.

(7) The use of assigned Limited Common Elements, subject to the provisions of this Declaration.

(8) A non-exclusive easement for ingress and egress over the parking tracts, walks and other rights of way of the Common Elements necessary to provide access to the public ways.

d. The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to the use of the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements) and a joint mutual easement for that purpose is hereby created.

e. Each Owner shall pay the cost of maintaining all sliding glass doors, shutters, hurricane shutters or screening (including screening fixtures) contained within his Condominium Unit; the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit; and of ordinary cleaning and maintenance of the verandas, loggias, porches, balconies and terraces, which are part of the Unit. Each Owner shall also pay the cost of maintaining the elevator, the water heater and the heating and air conditioning unit servicing his Unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

4. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements

The Limited Common Elements and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

5. Common Elements

Common Elements includes within its meaning the following items:

a. All of the real property, other than the Units as the same are defined herein, all of which are more particularly described and set forth in Exhibit "B". Exhibit "B" depicts the Common Elements for the Phasing Plan. Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements; all structural walls, beams and members located within the Units and easements of support in every portion of a Unit which contributes to the support of the improvements; meter rooms; and all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such Units.

b. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

c. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shift-

ing, settlement or movement of any portion of the improvements, which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

d. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units.

e. Any real property conveyed to or owned by the Association.

6. Condominium Property and Identification of Units

a. Annexed hereto as Exhibit "A" is a sketch of the survey of the land being submitted to condominium ownership. Exhibit "B" contains sketches of the survey of the land which may be added to the Condominium.

b. The identification, location and dimensions of each Unit, the Limited Common Elements and the Common Elements appear on Exhibits "A" and "B". Each Unit has been given a numeric designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit and proposed Unit is described in Exhibits "A" and "B" in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit, the Limited Common Elements appurtenant thereto and the Common Elements. The legend and notes contained in Exhibits "A" and "B" are incorporated herein and made a part hereof by reference.

7. Ownership of Common Elements and Shares of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to the Unit Owner's Unit which includes, but is not limited to, the following items which are appurtenant to the Units as indicated:

a. Common Elements -- The undivided shares in Common Elements, Common Expenses and Common Surplus ("Undivided Share") shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of Units in the Condominium. Upon recording the Declaration, the Developer will submit Phase 1 to the condominium form of ownership and the undivided shares in Common Elements, Common Expenses and Common Surplus of each Unit shall be 25%.

Developer, in its sole discretion, may add one, some or all of Phases 2-14 to the Condominium. If the additional phases are added to the Condominium, the undivided shares in Common Elements, Common Expenses and Common Surplus for all Units in the Condominium shall be adjusted as each additional phase is added. For example, if Phase 2 (containing 4 Units) is added to the Condominium, the undivided shares in the Common Elements, Common Expenses and Common Surplus of each Unit shall be 12.5%. If all phases are added to the Condominium, the undivided share per Unit will be 1/56.

b. Common Surplus -- Each Unit Owner shall own any Common Surplus of the Association in the same percentage as the Common Expenses appurtenant to each Unit are shared, as set forth herein. This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus. The percentages of Common Expenses and Common Surplus shall change in the same percentages as changes in the Common Elements as each subsequent Phase is added.

8. Amendment to Declaration

a. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

(2) This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the Bylaws. Board Members and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within 10 days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

(a) Not less than sixty percent (60%) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the Voting Interest of the entire membership of the Association; or

(b) Not less than 75% of the Voting Interest of the entire membership of the Association; or

b. Except for amendments permitted to be made by the Developer without the consent of the Unit Owners, as provided in the Act and in this Declaration of Condominium, no amendment shall change any Unit nor the share in the Common Elements, Common Expenses or Common Surplus, nor the voting right appurtenant to it nor increase the Unit Owner's share of the Common Elements or Common Expenses unless the record Unit Owner concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall make any change which would in any way affect any of the rights, reservations, privileges, powers and/or options herein provided in favor of or reserved to any Institutional Mortgagee, unless each Institutional Mortgagee shall join in the execution of such amendment. Notwithstanding the foregoing, the acquisition of property by the Association, and material alterations or substantial additions to such property or the Common Elements by the Association shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

c. To effect a change in the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, approval must be received by a majority of the total voting interest, together with approval of the Owner of the altered Unit and any Institutional Mortgagee whose mortgage encumbers the altered Unit.

d. A majority vote of the Board of Directors, together with the Owner of any altered Unit and any Institutional Mortgagee whose mortgage encumbers an altered Unit, is required to combine or subdivide the Units. The Units may be subdivided to the extent that the resulting number of Units is not greater than the number of Units originally set forth in the recorded phasing plan.

e. Notwithstanding anything to the contrary herein, the Association reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not materially affect the rights of Unit Owners, lienors or mortgagees unless such affected parties consent in writing. Where the amendment does not materially affect the rights of Unit Owners, such amendment need be executed and

acknowledged by the Association only, and need not be approved by the Unit Owners, lienors or mortgagees of Units, whether or not elsewhere required for amendments.

f. Until the last Unit within the Condominium Property is delivered to purchasers, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale or lease of any Unit(s) by or the rights of the Developer.

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

h. No amendment shall be made to either the Declaration, Bylaws, rules and regulations or Articles of Incorporation which would materially and detrimentally affect the Unit Owners without a majority vote of such affected class of Unit Owners. This sub-paragraph shall not limit or restrict any Developer rights reserved in this Declaration nor shall this sub-paragraph be amended unless approved by 80% of the Unit Owners.

i. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. Such certificate shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. The amendment aforesaid shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. This sub-paragraph specifically does not apply to amendments made by the Developer.

j. Any Limited Common Element may be converted to a Common Element for the use and benefit of all Unit Owners provided the Board and the Unit Owner or Owners to whose Unit the Limited Common Element is appurtenant consent to such change.

9. The Association: Its Powers and Responsibilities

a. The Condominium is governed and administered by Bridgepointe at Broken Sound Condominium Association, Inc., a Florida not-for profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "C". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Paragraph 8 of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. Except as provided above in Paragraph 8, no amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record owner or

Owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

b. The powers and duties of the Association shall include those set forth in the Bylaws annexed hereto and made a part hereof as Exhibit "D". No modification of or amendment to these Bylaws shall be deemed valid unless duly adopted as provided in the Bylaws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(1) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

(2) The power to levy and collect Assessments from Unit Owners and to maintain, repair and replace the Common Elements.

(3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

(4) The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior surface of his Unit and the Limited Common Elements appurtenant thereto.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property.

(6) The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same, and the power to acquire real property.

(7) If requested by the Community Association or the Master Community Association, the duty to collect from all Condominium Unit Owners the annual, special and individual assessments of the Community Association and/or the Master Community Association and to pay said associations all sums collected in advance on a monthly or quarterly basis.

c. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any Condominium Parcel(s), or which would change the provisions of the Bylaws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

d. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

e. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

f. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to intervene and defend.

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

10. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

a. By the Association -- The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common Elements.

(2) All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

b. By the Condominium Unit Owner -- The responsibilities of the Condominium Unit Owner shall be as follows:

(1) To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(2) To maintain, repair and replace, at Unit Owner's expense, Unit Owner's individual air conditioning and heating system inside and outside Unit Owner's individual Condominium Unit.

(3) Within the Unit to maintain, repair and replace at Unit Owner's expense all fans, stoves, refrigerators, dishwashers, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, including balconies, patios, terraces or driveways.

(5) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(6) No Condominium Unit Owner, other than the Developer, shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining written approval from the Board of Directors of the Association.

c. Alteration and Improvement of Common Elements -- There shall be no material alterations or substantial additions to the Common Elements which exceed \$10,000.00 in the aggregate to the Association in any calendar year, except as the same are authorized by the Board and ratified by a majority vote of voting members of the Association present at any regular or special meeting of the

Association called for that purpose, and at which a quorum is present. Alterations which do not exceed \$10,000.00 in the aggregate to the Association in any calendar year may be approved by the Board of Directors. The cost of the foregoing shall be assessed as Common Expenses of the Condominium.

d. Alteration of Unit -- No Owner of a Condominium Unit shall make or cause to be made any material structural modifications or alterations or replacements in Owner's Unit, or the exterior doors or interior flooring of Owner's Unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the building. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of the building, including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning Units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within the Unit, without consent of the Association. No Unit Owner or any other person shall install upon the roof, exterior of a building, the Condominium Property, or the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing, without the consent of the Association.

e. Insurance Proceeds -- Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of accomplishing such maintenance, repair or replacement. See Paragraph 20 herein regarding the application of insurance proceeds.

11. Enforcement of Maintenance

The Association, any management firm acting upon authorization of the Association, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in any such action is entitled to recover reasonable attorney's fees. This relief does not exclude other remedies provided by law.

The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

12. Common Expenses

a. Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of cable television and any other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Bylaws and the Board.

b. All costs of electricity, telephone, water, gas, trash and garbage collection and sewage service to the Common Elements shall be a Common Expense of the Condominium.

c. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Paragraph 7.a. The stated method of sharing Common Expenses and assessments shall remain, regardless of the purchase price of the Condominium Units and regardless of the square footage of the Condominium Units.

13. Assessments: Liability, Liens, Priority, Interest and Collections

a. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while the Owner of a Unit, except as provided in Paragraph 14 below. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

b. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Paragraph 7 hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

(1) The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

(2) The Board of Directors of the Association, in assessing for Common Expenses, shall include statutorily required reserve funds and may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

c. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association, in accordance with the Act.

d. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration or the Condominium Act. All monies received from Assessments may be commingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

e. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which an Owner is entitled to use or enjoy.

f. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner. Said late charge shall not exceed the greater of \$25.00 or 5% of the delinquent Assessment payment. Payments made shall be applied to interest, then to late fees, then to costs and attorneys fees and then to delinquent assessments. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage. After having filed a Claim of Lien, the Association may accelerate to the end of the fiscal year assessments of a Unit Owner who is delinquent in payment of Common Expenses in actions taken pursuant to Section 718.116(6) (a), Florida Statutes.

g. The Association shall have a lien upon each Condominium Parcel, which lien shall secure the payment of all monies due from each Unit Owner for which he is liable to the Association, including all Assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

h. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association may be entitled, at the Court's discretion, to rent from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Unit. The rent required to be paid shall be equal to the rent charged on comparable types of condominium units in Palm Beach County, Florida.

i. A first mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that came due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a

period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent of the original debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee receives the last payment of principal or interest. In no event shall the mortgagee be liable for more than six months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or one percent of the original mortgage held, whichever amount is less.

j. In the event the Condominium Association collects assessments for the benefit of the Community Association and/or the Master Community Association, and receives payments from Unit Owners in undesignated lump sums, then from such sums the Condominium Association shall first remit the assessments due the Master Community Association, then the Community Association, and then apply any remaining balance to the Condominium Association Assessment.

k. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

14. Exemption of Developer

The Developer shall be excused from the payment of its share of Common Expenses in accordance with Florida Statute 718.116(9)(a)2. This provision is set forth in Paragraph 26 of the Purchase and Sale Agreement.

15. Limitation of Liability

a. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which the Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the Bylaws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

b. An Owner shall be liable for injuries or damages resulting from an accident in Owner's Unit to the same extent and degree that the owner of a single-family detached dwelling would be liable for an accident occurring within the owner's single-family detached dwelling.

c. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

16. Liens

a. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Paragraph 16, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

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

c. In the event one lien is filed against two or more Condominium Units and the lien becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

17. Easements

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

a. Utility Services; Drainage and Governmental Services
 -- Easements are reserved under, through and over the Condominium Property as may be required for utility services, drainage and governmental services in order to serve the Condominium. An Owner shall do nothing within or outside Owner's Unit that interferes with or impairs the utility services or governmental services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency. Governmental Services shall include police and fire protection, and postal service.

b. Traffic -- An easement shall exist for pedestrian and vehicular traffic over, through and across roads, sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. Said easement shall also be for the use of the Community Association and the Master Community Association for the sole purpose of conducting such activities as may be required by the Declaration of Community Covenants for Bridgepoints at Broken Sound and the Declaration of Maintenance Covenants for Arvida Country Club. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the Bylaws.

c. Easement for Unintentional and Non-Negligent Encroachments -- If a Unit shall encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

d. Support -- The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

e. The Community Association and Master Community Association -- An easement shall exist in favor of the Community Association and the Master Community Association to enter the Common Elements for landscape maintenance purposes and for general maintenance purposes in the event the Association fails to maintain the Common Elements.

f. Additional Easements -- The Developer (during any period in which there are any unsold Units in the Condominium or any period in which proposed subsequent phases are under construction) and the Association each shall have the right to grant such additional electric, cable television, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access or other easements and relocate any existing access or other easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owner, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Unit Owner or Mortgagee shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

18. Conveyances, Sales, Rentals, Leases and Transfers

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale, leasing, rental and transfer of Units shall be subject to the following provisions:

a. Transfers Subject to Approval

(1) Sale -- No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit Owner. In the event an Owner sells his Unit to another Owner, Written Notice must be given to the Association.

(2) Lease -- No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner, except as provided herein:

No portion of a Unit (other than an entire Unit) may be rented. All leases shall be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association. No Unit shall be leased for a term of less than one month nor more than two times in one calendar year. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such

sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

(3) Gift -- If any Unit Owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association.

(4) Other Transfers -- If any Unit Owner proposes to transfer his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of the Association.

b. Approval by Association -- The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

(1) Notice to Association

(a) Sale -- A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease -- A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(c) Gift; Other Transfers -- A Unit Owner who proposes to transfer his title by gift or in any other manner not heretofore considered, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require, and a copy of all instruments to be used in transferring title.

(d) Failure to Give Notice -- If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval

(a) Sale -- If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

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

(1) Sale -- If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

(a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.

(d) If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease -- If the proposed transaction is a lease, and if the notice of lease given by the Unit Owner shall so demand, then, within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to lease by the Association, or a lessee approved by the Association who will lease and to whom the Unit Owner must lease the Unit, upon the following terms:

(a) The rental to be paid by the lessee, to be identified in the Agreement, shall be that stated in the approved lease.

(b) The rental shall be paid in cash.

(c) The lease term, and the other conditions and terms of the lease, shall be those stated in the approved lease.

(d) If the Association shall fail to provide a lessee upon the demand of the Unit Owner in the manner provided, or if a lessee furnished by the Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(3) Gifts; Other Transfers -- If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of the Association regarding occupancy of the Unit and by whom the votes in the Association affairs may be cast.

d. Mortgage -- No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an Institutional Mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

e. Exceptions -- The foregoing provisions of this paragraph shall not apply to a transfer or purchase by an Institutional Mortgagee or other approved mortgagee which 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 or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

The Developer and his assigns shall be excused from the provisions of this Paragraph 18 regarding sale and transfer of Units.

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

g. General Provisions -- The foregoing provisions of this Paragraph 18 shall not be applicable to transfer or lease by a Unit Owner to any member of Unit Owner's immediate family (i.e., spouse, children or parents); or, if a Unit is owned by a form of co-tenancy, to transfer from one co-tenant to the other co-tenant.

The Association, in its discretion, may charge a transfer fee in connection with the sale, mortgage, lease, sublease, or other transfer of a Unit but in no event may such fee exceed \$100.00. However, if the lease is a renewal of a lease with the same lessee, no charge shall be made.

The Association may condition approval of any sale, lease, gift or other transfer upon payment of fines as specified in Article XIII of the Bylaws.

19. Obligations of Unit Owners

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

a. Promptly pay the Assessments levied by the Association.

b. Maintain in good condition and repair, Owner's Unit and Limited Common Elements and all interior surfaces within or surrounding Owner's Unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the Unit or Limited Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to Owner's Unit.

c. Not permit or suffer anything to be done or kept in Owner's Unit which will increase the insurance rates on Owner's Unit or the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in Owner's Unit or on the Common Elements.

d. Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under Owner do likewise.

e. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, or to any outside or exterior portion of the building, except as set forth hereinbefore.

f. Show no sign, advertisement or notice of any type on the Common Elements or Owner's Unit, except as may be provided for in the rules and regulations of the Association.

g. Make no repairs to any plumbing or electrical wiring except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

h. Pay ad valorem taxes for the "Condominium Parcel" to the respective taxing authorities having jurisdiction over them for separate assessment against Unit Owner's Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Unit Owner in Owner's "Condominium Parcel" and in the "Limited Common Elements" appurtenant thereto and in the "Common Elements" shall be considered as a Unit. The value of each Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit in this Declaration.

i. Conform to and abide by the Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Community Association and the Master Community Association.

Notwithstanding the foregoing, subparagraphs e, f and g herein shall not apply to the Developer for so long as the Developer owns a Unit.

20. Insurance

a. Liability Insurance -- The Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage, if reasonably available. Said insurance coverage shall include, but not be limited to, water damage, legal liability, and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

b. Casualty Insurance -- Purchase of Insurance -- The Association shall obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings of a Unit, nor the following equipment if it is located within a Unit and the Unit Owner is required to repair or replace such equipment; electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets, which shall be the responsibility of the Unit Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do

business in the State of Florida. Insurance shall be obtained from Best "A" (or better) rated companies.

c. Flood Insurance -- Where the Condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association is required to obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, but not less than the following:

The lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of current "replacement cost" of all such buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

d. Application and Distribution of Insurance Proceeds -
- The proceeds of property insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

1. Common Elements Only -- The proceeds paid to the Association for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, or if the damage for which the proceeds were paid shall not be repaired and restored, then the excess shall be paid by the Association to the Owners of all Units, and their respective mortgagees, jointly, in shares or proportions equal to the undivided interest in the Common Elements appurtenant to each Unit. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the proceeds, from any Association reserve fund which may have been established for this purpose, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

2. Units -- The proceeds paid to the Association for loss of or damage to the building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, or if the damage for which the proceeds were paid shall not be repaired or restored, then the excess shall be paid by the Association to the Owners of the damaged or destroyed Units and their respective mortgagees,

jointly, in shares or proportions based upon the undivided interest appurtenant to each such Unit in the Common Elements. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units, the Association shall charge the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the insurance proceeds to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged, shall be charged by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

e. Reconstruction or Repair After Casualty -- Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

(1) The Building -- "Building" shall mean an individual structure made up of Units. If the Building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(a) Total Destruction of Building. If a Building is totally destroyed or is so damaged that no Unit therein is habitable, then upon the consent of seventy-five percent of the mortgagees of Units in said Building, the Unit Owners and their mortgagees may elect to receive their percentage share of the insurance proceeds and terminate their interest in the Condominium, and the undivided share interest per each remaining Unit Owner will then be automatically adjusted. In the event seventy-five percent of mortgagees of Units in the destroyed building do not consent, then the Building shall be restored.

(b) Damage to and Destruction of Part of the Building. If some, but not all, of the Building is damaged and/or destroyed and one or more of the Units remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the Building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

(2) Common Elements -- Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

f. Construction Funds -- The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(1) Unit Owners -- The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit Owners, shall be paid by the Association to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

(2) Association - Minor Damage -- If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand and No/100 Dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage -- If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand and No/100 Dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(4) Surplus -- It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial Owners of the fund in a manner elsewhere herein stated; except however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

g. Plans -- Any repair and restoration must be substantially in accordance with the plans for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required.

h. Association's Power to Compromise Claim -- The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

i. Worker's Compensation -- A workmen's compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage.

j. Fidelity Bonds -- The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the president, secretary and treasurer of the Association. If an association's annual gross receipts do not exceed \$100,000, the

bond shall be in the principal sum of not less than \$10,000 for each such person. If an association's annual gross receipts exceed \$100,000, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each such person. If an association's annual gross receipts exceed \$300,000, the bond shall be in the principal sum of not less than \$50,000 for each such person. The Association shall bear the cost of bonding.

k. Unit Owner's Responsibility to Insure -- Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, insurance to cover living expenses, and shall purchase insurance upon Unit Owner's personal property, and such insurance, where applicable, shall contain waiver of subrogation, if available. Insurable improvements shall include floor coverings, wall coverings or ceiling coverings of a Unit, cabinets, fixtures, appliances, interior decorating items or personal property, which shall be the responsibility of the Unit Owner.

l. Subrogation -- If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

m. Failure to Insure -- If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to said payments.

n. General -- The Board of Directors may obtain such other insurance coverage as they deem desirable, including Board of Directors' and Association Officers' liability insurance.

21. Eminent Domain or Condemnation Proceedings.

The Association is hereby irrevocably appointed agent for each Unit owned for the purpose of representing the Unit Owners in any condemnation proceedings or in negotiating settlements or agreements with the condemning authority for acquisition of the common areas, or part thereof.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

If the Condominium is totally condemned, the Condominium shall be terminated. If some, but not all, of the Condominium is condemned, the Condominium shall be terminated as to that portion of the Condominium which is condemned. The undivided share per remaining Unit Owner will then be automatically adjusted.

22. Rules and Regulations

a. As to Common Elements -- The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, mail to Owners or post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

b. As to Condominium Units -- The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

c. Rules and Regulations -- The Rules and Regulations of Bridgepointe at Broken Sound, a Condominium ("Rules and Regulations") shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present Rules and Regulations and/or adopt new Rules and Regulations, the same shall be duly passed by at least a majority vote of the Board of Directors; however, no vote of the membership is required.

d. Developer's Exemption -- The provisions of Paragraph 22 and future rules and regulations adopted by the Association, other than regulation of leasing, pets, or occupancy, shall not apply to the Developer for so long as the Developer owns a Unit. Additionally, the Developer shall be exempt from parking restrictions if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

23. Maintenance Contracts

If there shall become available to the Association a program of contract maintenance for all appliances and/or all air conditioning compressors serving individual Condominium Units which the Association determines is for the benefit of the Condominium Unit Owners to consider, then, upon resolution of the Unit Owners by a majority of those voting at a special meeting of the Association at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a Common Expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Condominium Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing in such written undertakings, as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

24. Management Agreement

The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

25. Termination of Condominium

The Condominium may be terminated in the following manner:

a. Destruction -- If it is determined in the manner provided in Paragraph 20 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

b. Agreement -- As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all holders of recorded liens affecting any of the Condominium Parcels.

If the proposed termination is submitted to a meeting of the Association, and if the approval of 75% of the Owners and their mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of 120 days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

(1) Exercise of Option -- The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

(2) Price -- The sales price for each Condominium Unit shall be the fair market value as determined between the Seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Condominium Unit, the price shall be determined by an appraiser appointed by the Chairman of the Local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered by any court of competent jurisdiction.

(3) Payment -- The purchase price shall be paid in cash.

(4) Form -- The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

(5) The sale of all Condominium Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Condominium Unit to be purchased.

c. Certificate -- The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Palm Beach County, Florida.

d. Shares of Owners After Termination -- After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal 100%. If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the Bylaws.

e. Amendment -- This Paragraph 25 concerning termination cannot be amended without the written consent of all Unit Owners, all record owners of mortgages upon the Condominium Units and the Developer (so long as it holds at least one Unit in the Condominium for sale in the ordinary course of business).

f. The Property Owners Association. The Community Association or the Master Community Association shall be allowed to maintain all Common Areas and assess the Unit Owners for such maintenance in the event of termination of the Association.

26. Assignability of Rights of Developer.

The rights, privileges and obligations reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

27. Execution of Documents Required by Governmental Authorities.

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by governmental authorities (including the City of Boca Raton, County of Palm Beach and the State of Florida). To the extent that said documents require the joinder of any or all Unit Owners in this Condominium, each of said Owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

28. Animals and Pets

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted in any Unit, except as provided herein. Not more than two (2) domestic pets shall be permitted per Unit. The keeping of a dog or other domestic pet at the Condominium is not a right of a Unit Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damages to persons or property caused by the pet or resulting from its presence at the Condominium. The Board of Directors shall establish the conditions for said license.

29. Remedies

a. Relief -- Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by Developer, the Association, the Community Association, the Master Community Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

b. Costs and Attorneys' Fees -- In any successful proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general and limited partners of the Developer or the initial directors of the Association) for any reason whatsoever, including, but not limited to, (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Palm Beach County for the purpose of testifying at trial or deposition; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

c. No Waiver -- The failure of the Association, the Community Association, the Master Community Association, any management firm, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the Bylaws and/or, the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

d. Rights Cumulative -- All rights, remedies and privileges granted to Association, the Community Association, the Master Community Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute a election of remedies, nor shall it preclude the party thus exercising the same from

exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

e. Venue: Waiver of Trial by Jury -- Every Unit Owner or occupant and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein.

f. Appointment of Agent -- Should suit be instituted, the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Palm Beach County, Florida. The provisions of this subparagraph f shall not be applicable to the Developer or any management firm.

30. Ownership in Broken Sound.

Bridgepointe at Broken Sound, a Condominium comprises a portion of the community known as Bridgepointe at Broken Sound, as well as a portion of the residential development known as Broken Sound. By taking title to a Condominium Unit, each Owner becomes subject to the terms and conditions of the Declaration of Community Covenants for Bridgepointe at Broken Sound as well as the Declaration of Maintenance Covenants for Arvida Country Club, as recorded in the Public Records of Palm Beach County, Florida. Among other things, the documents provide that an Owner shall become a member of the Bridgepointe at Broken Sound Community Association and the Country Club Maintenance Association; shall acquire certain property rights to common areas; and shall become subject to the assessments of the associations.

31. Additional Provisions.

a. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

b. Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws of the Association, except for suits to collect Assessments, suits against persons or entities who may violate the Declaration of Condominium, Articles or Bylaws of the Association or rules and regulations properly promulgated by the Board of Directors, suits or administrative actions to contest ad valorem taxes or other applicable taxes, and except for defending actions against the Association, the Association and its Board of Directors and Officers shall not be entitled to bring any legal or administrative actions unless and until the taking of such action is approved by Unit Owners having not less than 75% of the Voting Interests. This provision may not be amended without the prior approval of Unit Owners having not less than 75% of the Voting Interests.

c. Prior to the Association proceeding with any lawsuit in connection with any claims, demands, disputes, controversies and differences that may arise in connection with this Condominium or the provisions, conditions or restrictions contained in this Declaration, the Articles or Bylaws of the Association, or any Rules or Regulations adopted by the Board of Directors, the matter shall be submitted to mediation pursuant to the rules for mediation

adopted the Circuit Court for Palm Beach County, Florida. The mediator's fees, if any, shall be divided equally between the parties.

d. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

e. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the pro-rata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

f. Upon written request to the Association, an Institutional Mortgagee is entitled to timely written notice of:

(1) Any condemnation or casualty loss that affects a material portion of the Condominium Property or of the Unit encumbered by its mortgage;

(2) Any 60-day delinquency in the payment of assessments or charges owned by the Unit Owner of any Unit on which it holds a Mortgage;

(3) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action that requires the consent of a specified percentage of Institutional Mortgagees.

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

h. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

i. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

j. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Developer may place trailers on the Common Elements. The Developer may use unsold Units as sales offices and/or model Units for the Condominium as well as for units in a separate project which may be developed on phases not submitted to this Condominium, or for units in other projects developed by the Developer in Broken Sound. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as the Developer may determine. Any sales offices

and/or model Units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer. An amendment to this paragraph must be approved by not less than eighty (80%) percent of the vote of the entire membership of the Association.

1. Whenever consent is required of a holder of a mortgage on an individual Unit, consent shall be deemed given in the event the mortgagee has not responded prior to the expiration of thirty days from the date notice was received.

m. In the event of a conflict between the provisions of this Declaration, the Community Declaration, the Master Declaration, and the Condominium Act, the latter respectively shall be superior and shall prevail.

n. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Board. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Condominium Property, the preservation of the value of the Units and the protection of the Developers' activities herein contemplated.

o. Arvida/JMB Partners is not a co-venturer, partner, stockholder, or affiliate of any kind of Developer and therefore cannot be responsible for, or a guarantor of, performance by Developer of all or any of Developer's obligations.

p. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY INCLUDING, WITHOUT LIMITATION, UNIT OWNERS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(1) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF; AND

(2) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA, THE CITY OF BOCA RATON OR PALM BEACH COUNTY OR THE PREVENTION OF TORTIOUS ACTIVITIES.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE. EACH OWNER DOES HEREBY RELEASE THE DEVELOPER AND THE ASSOCIATION FROM ALL LIABILITY FROM INJURY AND/OR ACCIDENTAL DEATH DUE TO HURRICANE CONDITIONS AND ALL EFFECTS AND RESULTS THEREOF.

THE PROTECTIONS OF THIS SECTION SHALL IN ALL RESPECTS INURE,
ALSO, TO THE BENEFIT OF THE DEVELOPER.

IN WITNESS WHEREOF, the Developer has caused these presents to
be signed in its name this 18th day of FEBRUARY, 1993.

Signed, sealed and delivered
in the presence of:

Julius Person
Bonnie S. Walters

DEVELOPER:

YALE PROPERTIES - BOCA TWO,
a Florida general
partnership

By: Yale Properties - Boca
Two, Inc. a Florida
corporation, as General
Partner

By: Gordon Deckelbaum
President
(Corporate Seal)

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18th
day of FEBRUARY, 1993, by Gordon Deckelbaum, as President of
Yale Properties - Boca Two, Inc., a Florida corporation, as general
partner of Yale Properties - Boca Two, a Florida general
partnership, on behalf of the partnership, who is personally known to
me and did not take oath.

Marilyn Malin
Notary Public MARILYN MALIN cc# 161323
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 23, 1995
BONDED THRU GENERAL INS. UND.

**EXHIBIT "A" TO THE
DECLARATION OF CONDOMINIUM OF
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM**

LEGAL DESCRIPTION, GRAPHIC DESCRIPTION, AND SURVEY

DESCRIPTION: Phase 10 of BRIDGEPOINTE

A portion of PARCEL 17, BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 862.69 feet; thence South 85°00'00" East, along said South line, a distance of 101.53 feet to the Point of Beginning of this description; thence continue South 85°00'00" East, along said South line, a distance of 103.34 feet; thence North 05°00'00" East, a distance of 110.67 feet; thence North 05°25'23" West, a distance of 52.23 feet; thence South 65°58'16" West, a distance of 9.00 feet; thence North 85°00'00" West, a distance of 34.35 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 38.00 feet, an arc distance of 33.92 feet to a point on the arc of circular curve to the right, whose radius point bears North 50°53'42" West, from the last described point; thence Southerly and Westerly, along the arc of said curve having a radius of 64.00 feet, an arc distance of 30.17 feet to a point; thence South 05°00'00" West, a distance of 151.68 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 16290 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

CERTIFICATION:

This certification, made this 10th day of March, 1993 by the undersigned surveying firm is made pursuant to the provisions of Florida Statutes Section 718.104(4) (e), 1992. The undersigned surveying hereby certifies that the construction of the improvements represented for Phase 10 of Bridgepointe at Broken Sound, a Condominium is substantially complete so that the attached survey, site plan and graphic description of improvements, describing the Condominium property, together with the provisions of said Declaration of Condominium describing the Condominium property present an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the common elements and each unit can be determined from said materials.

MICHAEL G. PURMORT & ASSOCIATES, INC.

Michael G. Purmort
Professional Land Surveyor
Certificate Reg. No. 2720
State of Florida

Sheet 4-1	<table border="1"> <tr> <th>Section and/or Remarks</th> <th>Date</th> <th>By</th> <th>Chk</th> <th>A.S.</th> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	Section and/or Remarks	Date	By	Chk	A.S.																																														<table border="1"> <tr> <th>Phase</th> <th>Chk</th> </tr> <tr> <td>10</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Phase	Chk	10								MICHAEL G. PURMORT & ASSOCIATES, INC. land surveyors • planners 843 SE. 8th Avenue Deerfield Beach, Florida 33441 Telephone (305) 481-0101 FAX (305) 481-5801
Section and/or Remarks	Date	By	Chk	A.S.																																																											
Phase	Chk																																																														
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PHASE 10 PLAN
BRIDGEPOINTE
AT BROKEN SOUND
EXHIBIT "A"
TO THE DECLARATION
OF CONDOMINIUM

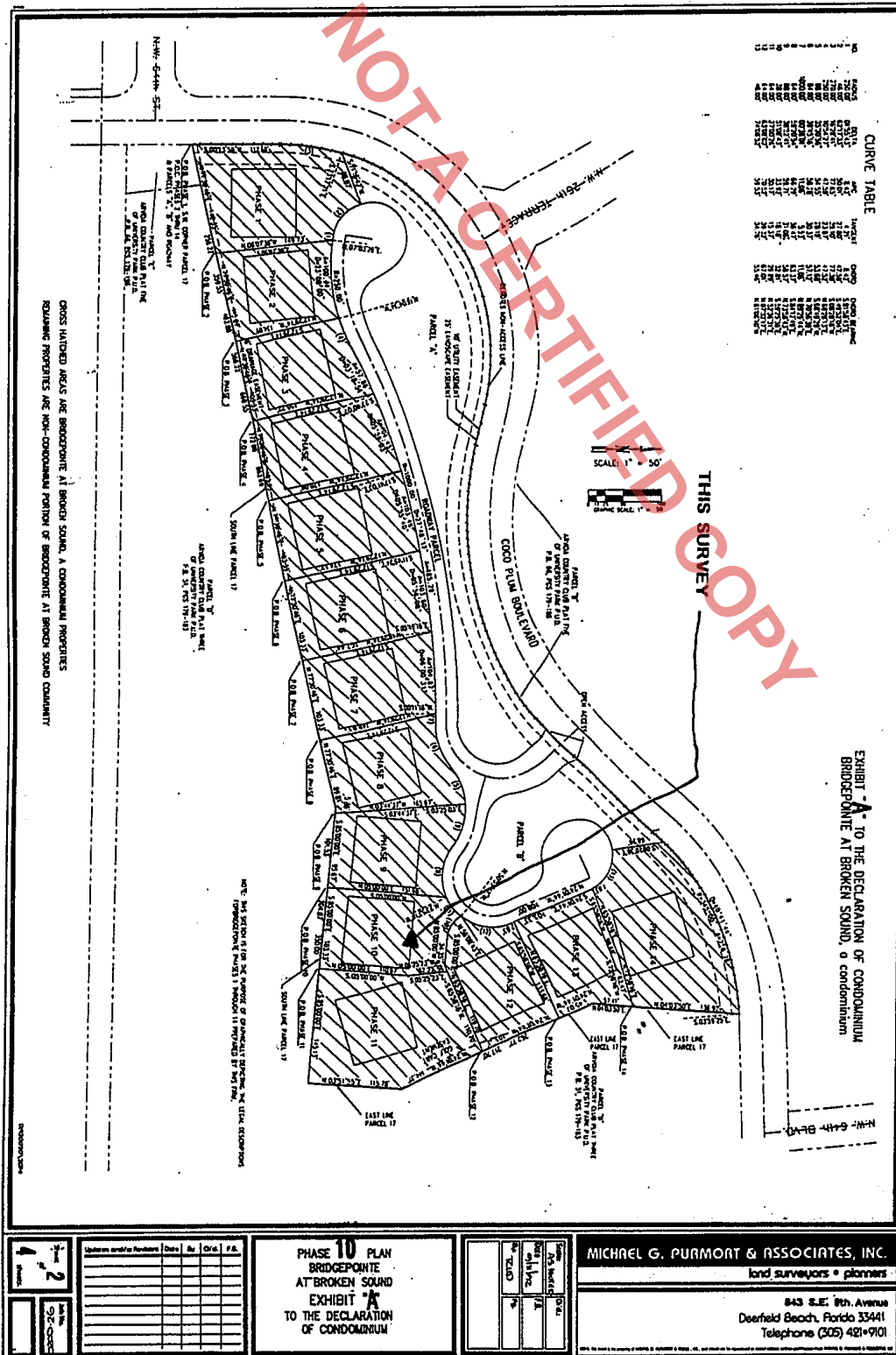
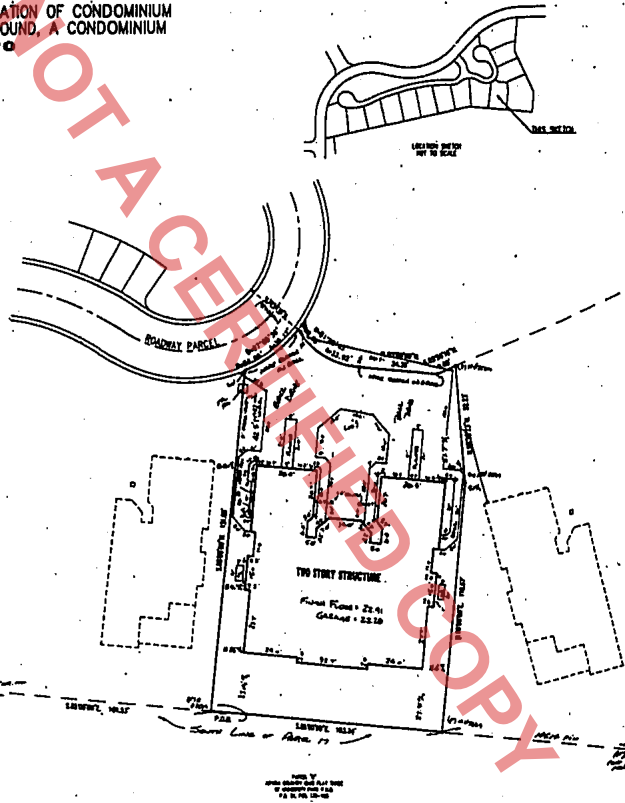
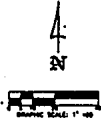


EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM
PHASE 10



NOTES:
ALL MEASUREMENTS ARE BASED ON AN ASSUMED NETWORK AS REFLECTED ON THE RECORDED PLAT(S) 25-00000'S ALONG THE SOUTH PLAT(S).
ALL CORNERS ARE SET 1/4" FROM THE (D.A.) WITH 1/4" CAP (25.00).
UNLESS NOTED OTHERWISE.
LOT LINES ARE NON-RADIAL, UNLESS NOTED OTHERWISE.
(1) = SET 5/8" = FRONT-OF-WAY 1/4" = MEASURED P = PLAT
(2) = TRUSS 1/4" = CALCULATED 5/8" = MEAS. 5/8" = SPOT
(3) = UTILITY EASEMENT 1/4" = LANE MAINTENANCE EASEMENT
(4) = CENTRAL 1/4" = DRIVELANE EASEMENT 1/4" = DRIVEWAY
(5) = NO CONSIDERATION FOR S.O.N. = BACK OF SALE 1/4" = UTILITY
(6) = RADIAL 1/4" = MEAS. 1/4" = FRONT FLOOR 1/4" = PROPERTY LINE
(7) = DRIVEWAY ELEVATION
(8) = PERMANENT REFERENCE MONUMENT (P.A.M.)

**RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

REVIEW PROPERTY LINE SECTIONS:
FROM ONE 1/2" SCALE MEASUREMENT (Surveyors, Inc.
1110 N.W. 10th Avenue, Suite 100, Fort Lauderdale, FL 33304)
FROM 1/4" SCALE OF OUTLINE TO LINE OF GARAGE
FROM 1/4" SCALE BUILDING SEPARATION
FROM 1/4" SCALE

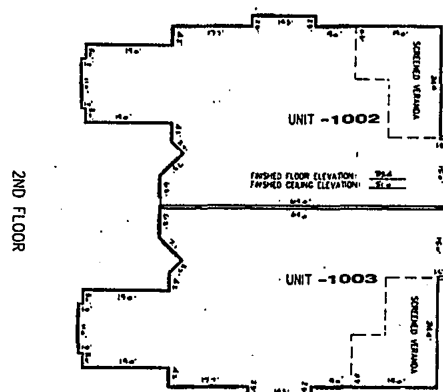
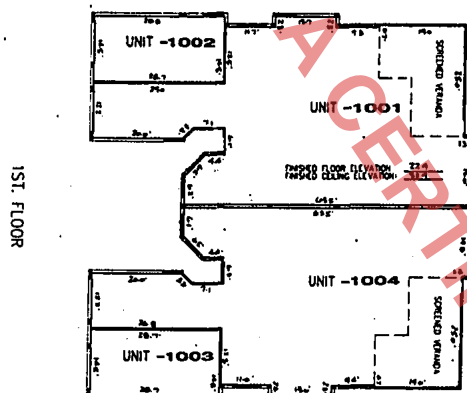
PHASE 10: 1/4" SCALE OF OUTLINE TO LINE OF GARAGE FROM ONE 1/2" SCALE MEASUREMENT (Surveyors, Inc.)

Sheet	Section and/or Subsection	Drawn By	CHK'd By	P.A.
3 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
4 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
5 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
6 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
7 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
8 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
9 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
10 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
11 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
12 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
13 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
14 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
15 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
16 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
17 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
18 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
19 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort
20 of 4	Section 10, Subsection 10	Michael G. Purmort	Michael G. Purmort	Michael G. Purmort

PHASE 10
BRIDGEPOINTE
AT BROKEN SOUND
EXHIBIT "A"
TO THE DECLARATION
OF CONDOMINIUM

Drawn By	Michael G. Purmort
CHK'd By	Michael G. Purmort
P.A.	Michael G. Purmort
Scale	1/4" = 10'
Notes	

MICHAEL G. PURMORT & ASSOCIATES INC.
land surveyors • planners
843 SE 8th Avenue
Deerfield Beach, Florida 33441
Telephone (305) 421-9101
FAX (305) 421-5801



1. ☒ ADVOCATES STRUCTURAL CHANGES
2. VERANDA IS PART OF THE UNIT.

GRAPHIC SCALE: 1"=10'

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM
PHASE 10

[illegible]

PHASE 10
BRIDGEPOINTE
AT BROKEN SOUND
EXHIBIT 'A'
TO THE DECLARATION
OF CONDOMINIUM

Source K. J. Alford	CR#:
Date 9-1-97	18
By RJD	99

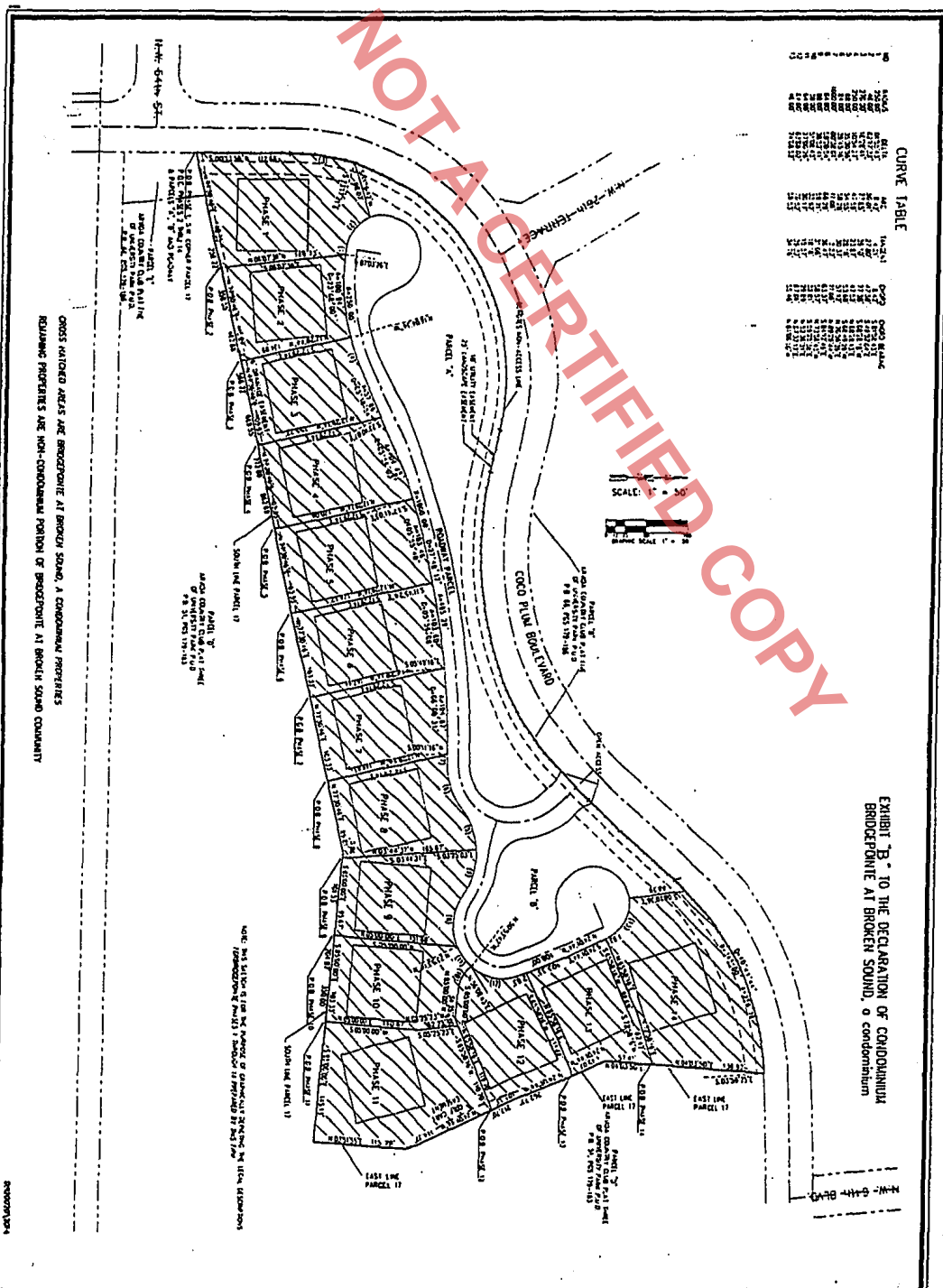
MICHAEL G. PURMORT & ASSOCIATES, INC.
land surveyors • planners

843 S.E. 8th Avenue
Deerfield Beach, Florida 33441
Telephone (305) 421-9101

**EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM OF
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM**

PLAN OF PHASING

NOT A CERTIFIED COPY



CROSS HATCHED AREAS ARE BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM PROJECTS
 INCLUDING PROPERTIES ARE NON-CONDOMINIUM PORTION OF BRIDGEPOINTE AT BROKEN SOUND CONDOMINIUM

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM
 BRIDGEPOINTE AT BROKEN SOUND, a condominium

<p>16</p> <p>1</p> <p>96-0000</p>	<p>PHASE 1 PLAN BRIDGEPOINTE AT BROKEN SOUND EXHIBIT B TO THE DECLARATION OF CONDOMINIUM</p>	<p>MICHAEL G. PURMORT & ASSOCIATES, INC. land surveyors • planners</p> <p>843 S.E. 8th Avenue Deerfield Beach, Florida 33441 Telephone (305) 481-9101</p>
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ORB 7626 Pg 1826

DESCRIPTION: Phase 1 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Parcel 17; thence North $77^{\circ}30'46''$ East, along the South line of said Parcel 17, a distance of 140.35 feet; thence North $06^{\circ}07'38''$ West, a distance of 149.73 feet to a point on the arc of a circular curve to the right whose radius point bears North $07^{\circ}03'26''$ East, from the last described point; thence Westerly and Northerly, along the arc of said curve having a radius of 250.00 feet, an arc distance of 8.42 feet to the Point of Compound Curvature of a circular curve; thence Westerly and Northerly, along the arc of said curve, having a radius of 46.00 feet, an arc distance of 50.01 feet to a point; thence South $71^{\circ}16'42''$ West, a distance of 68.07 feet to a point on the arc of a circular curve to the left, whose radius point bears South $73^{\circ}17'21''$ East from the last described point; thence Westerly and Southerly, along the arc of said curve having a radius of 270.00 feet, an arc distance of 77.65 feet to the Point of Tangency; thence South $00^{\circ}13'58''$ West, a distance of 112.68 feet to the Point of Beginning; the last two courses being coincident with the Westerly boundary of said Parcel 17.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 22795 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1827

DESCRIPTION: Phase 2 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North $77^{\circ}30'46''$ East, along the South line of said Parcel 17, a distance of 140.35 feet to the Point of Beginning of this description; thence continue North $77^{\circ}30'46''$ East, along said South line, a distance of 115.87 feet; thence North $12^{\circ}29'14''$ West, a distance of 134.89 feet to a point on the arc of a circular curve to the right, whose radius point bears North $16^{\circ}04'34''$ West, from the last described point; thence Westerly and Northerly, along the arc of said curve having a radius of 250.00 feet, an arc distance of 100.94 feet to a point; thence South $06^{\circ}07'38''$ East, a distance of 149.73 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 14977 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1828

DESCRIPTION: Phase 3 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North $77^{\circ}30'46''$ East, along the South line of said Parcel 17, a distance of 256.22 feet to the Point of Beginning of this description; thence continue North $77^{\circ}30'46''$ East, along said South line, a distance of 103.33 feet; thence North $12^{\circ}29'14''$ West, a distance of 155.22 feet to a point on the arc of a circular curve to the left, whose radius point bears South $23^{\circ}40'07''$ East, from the last described point; thence Westerly and Southerly, along the arc of said curve having a radius of 1000.00 feet, an arc distance of 57.86 feet to the Point of Reverse Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 250.00 feet, an arc distance of 47.59 feet to a point; thence South $12^{\circ}29'14''$ East, a distance of 134.89 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 14878 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

DESCRIPTION: Phase 4 of BRIDGEPOINTE

ORB 7626 Pg 1829

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 359.55 feet to the Point of Beginning of this description; thence continue North 77°30'46" East, along said South line, a distance of 103.33 feet; thence North 12°29'14" West, a distance of 170.09 feet to a point on the arc of a circular curve to the left, whose radius point bears South 17°41'03" East, from the last described point; thence Westerly and Southerly, along the arc of said curve having a radius of 1000.00 feet, an arc distance of 104.45 feet to a point; thence South 12°29'14" East, a distance of 155.22 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 16902 Square Feet, more or less.

ORB 7626 Pg 1830

DESCRIPTION: Phase 5 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North $77^{\circ}30'46''$ East, along the South line of said Parcel 17, a distance of 462.88 feet to the Point of Beginning of this description; thence continue North $77^{\circ}30'46''$ East, along said South line, a distance of 103.34 feet; thence North $12^{\circ}29'14''$ West, a distance of 174.12 feet to a point on the arc of a circular curve to the left, whose radius point bears South $11^{\circ}45'24''$ East, from the last described point; thence Westerly and Southerly, along the arc of said curve having a radius of 1000.00 feet, an arc distance of 103.46 feet to a point; thence South $12^{\circ}29'14''$ East, a distance of 170.09 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 17876 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1831

DESCRIPTION: Phase 6 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 566.22 feet to the Point of Beginning of this description; thence continue North 77°30'46" East, along said South line, a distance of 103.33 feet; thence North 12°29'14" West, a distance of 167.44 feet to a point on the arc of a circular curve to the left, whose radius point bears South 05°49'16" East, from the last described point; thence Westerly and Southerly, along the arc of said curve having a radius of 1000.00 feet, an arc distance of 103.60 feet to a point; thence South 12°29'14" East, a distance of 174.12 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 17739 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1832

DESCRIPTION: Phase 7 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 669.55 feet to the Point of Beginning of this description; thence continue North 77°30'46" East, along said South line, a distance of 103.33 feet; thence North 12°29'14" West, a distance of 149.83 feet to a point on the arc of a circular curve to the left, whose radius point bears South 00°11'16" West, from the last described point; thence Westerly and Southerly, along the arc of said curve having a radius of 1000.00 feet, an arc distance of 104.87 feet to a point; thence South 12°29'14" East, a distance of 167.44 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 16488 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

DESCRIPTION: Phase 8 of BRIDGEPOINTE

ORB 7626 Pg 1833

A portion of PARCEL 17, BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North $77^{\circ}30'46''$ East, along the South line of said Parcel 17, a distance of 772.88 feet to the Point of Beginning of this description; thence continue North $77^{\circ}30'46''$ East, along said South line, a distance of 89.81 feet; thence South $85^{\circ}00'00''$ East, along said South line, a distance of 5.86 feet; thence North $03^{\circ}44'37''$ West, a distance of 165.67 feet to a point on the arc of a circular curve to the left, whose radius point bears South $03^{\circ}25'03''$ East, from the last described point; thence Westerly and Southerly, along the arc of said curve having a radius of 88.00 feet, an arc distance of 54.55 feet to the Point of Reverse Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 84.00 feet, an arc distance of 58.28 feet to the Point of Reverse Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 1000.00 feet, an arc distance of 11.06 feet to a point; thence South $12^{\circ}29'11''$ East, a distance of 149.83 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 16474 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1834

DESCRIPTION: Phase 9 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 862.69 feet; thence South 85°00'00" East, along said South line, a distance of 5.86 feet to the Point of Beginning of this description; thence continue South 85°00'00" East, along said South line, a distance of 95.67 feet; thence North 05°00'00" East, a distance of 151.68 feet to a point on the arc of a circular curve to the right, whose radius point bears North 23°53'16" West, from the last described point; thence Southerly and Westerly, along the arc of said curve having a radius of 64.00 feet, an arc distance of 66.29 feet to the Point of Reverse Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 88.00 feet, an arc distance of 59.71 feet to a point; thence South 03°44'37" East, a distance of 165.67 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 16506 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1835

DESCRIPTION: Phase 11 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 862.69 feet; thence South 85°00'00" East, along said South line, a distance of 204.87 feet to the Point of Beginning of this description; thence continue South 85°00'00" East, along said South line, a distance of 145.13 feet to a point on the East line of said Parcel 17; thence North 03°51'55" East, along said East line, a distance of 115.78 feet; thence North 24°01'44" West, along said East line, a distance of 114.37 feet; thence South 65°58'16" West, a distance of 110.70 feet; thence South 05°25'23" East, a distance of 52.23 feet; thence South 05°00'00" West, a distance of 110.67 feet to a point on the South line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 26327 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1836

DESCRIPTION: Phase 12 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 862.69 feet; thence South 85°00'00" East, along said South line, a distance of 350.00 feet to a point on the East line of said Parcel 17; thence North 03°51'55" East, along said East line, a distance of 115.78 feet; thence North 24°01'44" West, along said East line, a distance of 114.37 feet to the Point of Beginning of this description; thence continue North 24°01'44" West, along said East line, a distance of 103.33 feet; thence South 65°58'16" West, a distance of 133.66 feet; thence South 24°01'44" East, a distance of 2.83 feet to the Point of Curvature of a circular curve to the right; thence Easterly, Southerly then Westerly, along the arc of said curve, having a radius of 64.00 feet, an arc distance of 70.52 feet to a point on the arc of circular curve to the left, whose radius point bears North 56°08'43" East, from the last described point; thence Southerly and Easterly, along the arc of said curve, having a radius of 38.00 feet, an arc distance of 33.92 feet to the Point of Tangency; thence South 85°00'00" East, a distance of 34.35 feet; thence North 65°58'16" East, a distance of 119.70 feet to a point on the East line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 15167 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1837

DESCRIPTION: Phase 13 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 862.69 feet; thence South 85°00'00" East, along said South line, a distance of 350.00 feet to a point on the East line of said Parcel 17; thence North 03°51'55" East, along said East line, a distance of 115.78 feet; thence North 24°01'44" West, along said East line, a distance of 217.70 feet to the Point of Beginning of this description; thence continue North 24°01'44" West, along said East line, a distance of 45.07 feet; thence North 04°03'50" East, along said East line, a distance of 57.41 feet; thence South 72°58'16" West, a distance of 62.47 feet; thence South 65°58'16" West, a distance of 98.69 feet; thence South 24°01'44" East, a distance of 103.33 feet; thence North 65°58'16" East, a distance of 133.66 feet to a point on the East line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 14466 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

ORB 7626 Pg 1838

DESCRIPTION: Phase 14 of BRIDGEPOINTE

A portion of PARCEL 17 BROKEN SOUND OF UNIVERSITY PARK P.U.D. according to the plat thereof as recorded in Plat Book 68, Page 154 and 155 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 17; thence North 77°30'46" East, along the South line of said Parcel 17, a distance of 862.69 feet; thence South 85°00'00" East, along said South line, a distance of 350.00 feet to a point on the East line of said Parcel 17; thence North 03°51'55" East, along said East line, a distance of 115.78 feet; thence North 24°01'44" West, along said East line, a distance of 262.77 feet; thence North 04°03'50" East, along said East line, a distance of 57.41 feet to the Point of Beginning of this description; thence continue North 04°03'50" East, along said East line, a distance of 136.92 feet to a point on the North line of said Parcel 17, being further described as being a point on the arc of a circular curve to left, whose radius point bears South 03°59'25" East, from the last described point; thence Westerly and Southerly, along the arc of said curve, along said West line, having a radius of 345.00 feet, an arc distance of 245.04 feet to a point; thence South 08°10'36" East, a distance of 68.39 feet to a point on the arc of a circular curve to the right, whose radius point bears South 08°10'36" East, from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 46.00 feet, an arc distance of 59.53 feet to the Point of Tangency; thence South 24°01'44" East, a distance of 1.83 feet; thence North 65°58'16" East, a distance of 98.69 feet; thence North 72°58'16" East, a distance of 62.47 feet to a point on the East line of said Parcel 17 and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

Subject to all easements, reservations and rights-of-way of record.

Containing 27618 Square Feet, more or less.

Prepared by: MICHAEL G. PURMORT & ASSOCIATES, INC.
843 S. E. 8th Avenue
Deerfield Beach, Florida 33441

[illegible]

ADAMS (ORRIN CLAY) 1801-1871
OF MASSACHUSETTS
P. B. 31. ACS 1-75-182

SCALE: 1" = 50'

1981-6-1 5:54 PM
 1981-6-1 5:54 PM
 1981-6-1 5:54 PM

SITE PLAN
BRIDGEPOINTE
AT BROKEN SOUND
EXHIBIT "B"
TO THE DECLARATION
OF CONDOMINIUM

MICHAEL G. PURMORT & ASSOCIATES, INC.
land surveyors • planners
843 SE. 8th Avenue
Deerfield Beach, Florida 33441
Telephone (305) 421-9101
FAX (305) 421-5201



PHASES 2-14
TYPES A, C, & D

AND ROCKFITS STRUCTURAL COLUMN
NEARBY IS A PART OF THE UNIT.

**EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM
PHASES 2-14**

[illegible]

TYPICAL UNITS
BRIDGEPOINTE
AT BROKEN SOUND
EXHIBIT "B"
TO THE
DECLARATION OF CONDOMINIUM

Case	9-11-92	Page	1
By	R.D.	Page	1

MICHAEL G. PURMORT & ASSOCIATES, INC.
land surveyors • planners

843 S.E. 8th Avenue
Deerfield Beach, Florida 33441
Telephone (305) 421-9101

EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM OF
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM

ARTICLES OF INCORPORATION
OF
BRIDGEPOINTE AT BROKEN SOUND CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
BRIDGEPOINTE AT BROKEN SOUND CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of the State of Florida.

ARTICLE I.

NAME

The name of this corporation shall be BRIDGEPOINTE AT BROKEN SOUND CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association." The initial principal place of business as well as the initial mailing address of the Association shall be 2900 Military Trail, Suite 201 South, Boca Raton, Florida 33431-6308.

ARTICLE II.

PURPOSES AND POWERS

The Association shall have the following powers:

- A. To operate BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM (referred to herein as the "Condominium"), and to undertake the performance of, and to carry out the acts and duties incident to the administration of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's Bylaws and the Declaration of Condominium recorded among the Public Records of Palm Beach County, Florida.
- B. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage or pledge.
- C. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium.
- D. To establish Bylaws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, the Bylaws and the Rules and Regulations of the Association.
- E. To contract for the management of the Condominium.
- F. To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.
- G. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the Bylaws and the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 718, Florida Statutes, the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association.

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TALLAHASSEE, FLORIDA

ARTICLE III.

MEMBERS

A. Each Unit Owner in the Condominium and all Directors appointed by the Developer shall automatically be members of the Association. Membership of the Developer appointed Directors shall terminate upon their resignation or the expiration of their term as a Director.

B. Membership, as to all members other than the Developer appointed Directors, shall commence upon the acquisition of fee simple title to a Unit in the Condominium and shall terminate upon the divestment of title to said Unit.

C. On all matters as to which the membership shall be entitled to vote there shall be only one vote for each Unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the Bylaws.

D. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

ARTICLE IV.

EXISTENCE

The Association shall have perpetual existence.

ARTICLE V.

INCORPORATOR

The Incorporator to these Articles of Incorporation is Gordon Deckelbaum, whose address is 2900 Military Trail, Suite 201 South, Boca Raton, Florida 33431-6308.

ARTICLE VI.

DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors composed initially of three (3) persons, in accordance with Article III of the Association's Bylaws.

B. The number of directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's Bylaws. Should a vacancy occur on the Board with respect to a Developer appointed director, the Developer shall appoint a new director to fill the vacancy. Should a vacancy occur on the Board with respect to a director elected by Unit Owners other than the Developer, the remaining directors elected by Unit Owners other than the Developer shall select a member to fill the vacancy until the next annual meeting of the membership. In the event there are no remaining directors elected by Unit Owners, then the Board shall call a special meeting of the Members in order to elect a director.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's Bylaws:

NAME	ADDRESS
Gordon Deckelbaum	2900 Military Trail Suite 201 South Boca Raton, Florida 33431-6308
Morris Richter	2900 Military Trail Suite 201 South Boca Raton, Florida 33431-6308
Sam Richter	2900 Military Trail Suite 201 South Boca Raton, Florida 33431-6308

ARTICLE VII.

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election of officers pursuant to the provisions of the Bylaws are as follows:

NAME	TITLE	ADDRESS
Gordon Deckelbaum	President	2900 Military Trail Suite 201 South Boca Raton, FL 33431-6308
Morris Richter	Vice Pres./ Treasurer	2900 Military Trail Suite 201 South Boca Raton, FL 33431-6308
Sam Richter	Secretary	2900 Military Trail Suite 201 South Boca Raton, FL 33431-6308

ARTICLE VIII.

BYLAWS

The Bylaws of the Association shall be adopted by the initial Board of Directors. The Bylaws may be amended in accordance with the provisions thereof, except that no portion of the Bylaws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the Condominium or mortgagees of Units without their prior written consent.

ARTICLE IX.

AMENDMENTS TO ARTICLES

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

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the members of the Association having ten percent (10%) of the votes in the

Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of a majority of the members present at a duly called meeting.

C. In lieu of a meeting, an amendment can be made in writing by approval of one-hundred percent (100%) of all members.

D. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

E. A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes.

ARTICLE X.

INDEMNIFICATION

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

ARTICLE XI.

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII.

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal business office of the Association shall be at 2900 Military Trail, Suite 201 South, Boca Raton, Florida 33431-0308, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office is at 2900 Military Trail, Suite 201 South, Boca Raton, Florida 33431-0308, and the initial registered agent therein is Gordon Deckelbaum.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 18th day of FEBRUARY, 1993.

Gordon Deckelbaum

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18th day of FEBRUARY, 1993, by Gordon Deckelbaum, who is personally known to me and did not take oath.



Marvin Halin
Print Name: MARVIN HALIN #00141323
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 23, 1995
BONDED THRU GENERAL INS. UND.

The undersigned hereby accepts appointment as Registered Agent.

Gordon Deckelbaum

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CLERK OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "D" TO THE
DECLARATION OF CONDOMINIUM OF
BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM

BYLAWS
OF
BRIDGEPOINTE AT BROKEN SOUND
CONDOMINIUM ASSOCIATION, INC.

BYLAWS
OF
BRIDGEPOINTE AT BROKEN SOUND CONDOMINIUM ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

These are the Bylaws of BRIDGEPOINTE AT BROKEN SOUND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II

PURPOSES

This Association has been organized for the purpose of being a Condominium Association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of BRIDGEPOINTE AT BROKEN SOUND, A CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these Bylaws, the Articles of Incorporation and the Declaration of Condominium to which these Bylaws are attached, and further to exercise all powers granted to a Condominium Association under the Condominium Act.

ARTICLE III

DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) to nine (9) persons. The members of the first Board of Directors are designated in the Articles of Incorporation. The Developer or a majority of the Board of Directors can, by resolution, increase the number of Directors not to exceed nine (9). Directors appointed by the Developer shall serve until fifteen percent (15%) of the Units in the Condominium are sold and closed, at which time not less than one-third (1/3) of the Board shall be replaced by a director(s) elected by the Unit Owners other than the Developer. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the directors either three (3) months after ninety percent (90%) of the Units have been sold and closed; three (3) years after fifty percent (50%) of the Units have been sold and closed; when all of the Units have been completed, some of them have been conveyed to Purchasers and none of the Units are being offered for sale by the Developer in the ordinary course of business; when some of the Units have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; 7 years after recordation of the Declaration of Condominium creating the initial phase; or when the Developer determines to convey control of the Association, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

Until such time as the Unit Owners other than the Developer shall be entitled to elect all of the directors, Developer shall have the absolute right, in its absolute discretion and at

any time, to remove any director selected by the Developer and to replace the director so discharged.

B. Directors shall be elected by the members at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify. A vacancy on the Board of Directors caused by the expiration of a Director's term shall be filled by electing a new Board member; however, if there is only one candidate for election to fill the vacancy, no election is required.

C. Directors other than Developer appointed Directors, shall be elected as follows:

(1) There shall be no cumulative voting. The election of each director shall be separate and shall require a plurality of the votes of those persons voting in each election.

(2) Directors shall be members of the Association or designers of a trust, partnership, corporation or other entity holding title to a Unit.

(3) The Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in the Condominium Act. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. The Board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the election, the Association shall then mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Voting procedures and rules providing for the secrecy of ballots shall conform to rules established by the Division of Florida Land Sales, Condominiums and Mobile Homes (hereinafter referred to as the "Division"). Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, 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.

2. Officers.

The officers of the Association shall consist of a President, a Vice President (if any) and Treasurer, and a Secretary, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next and ensuing annual meeting of the Board of Directors or until their successors shall have been elected and shall qualify.

3. Resignation. Vacancy. Removal. Compensation.

A. Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the director or officer of membership in the Association.

B. Subject to the right of the Developer to replace directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining elected members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members. In the event there are no remaining directors elected by Unit Owners other than the Developer, then the Board shall call a special meeting of the Members in order to elect a director.

C. Any director may be recalled and removed from office, with or without cause, pursuant to the provisions of the Condominium Act except that directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to directors or officers for their services as directors or officers.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these Bylaws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these Bylaws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.

2. The power to levy and collect Assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or

affect the members' obligations to pay their share of the Common Expenses of the Condominium.

3. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

4. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements.

6. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.

7. The power to employ the personnel required for the operation of the Common Elements and the Association.

8. The power to pay utility bills for utilities serving the Common Elements.

9. The power to contract for the management of the Condominium.

10. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

11. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.

12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.

13. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from Unit Owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

14. The power to pay all taxes and Assessments which are liens against the Common Elements, and to assess the same against the members and their Units.

15. The power to deal with and approve or disapprove all conveyances or leases of Condominium Units as provided for under the Declaration of Condominium.

16. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these Bylaws.

17. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

18. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these Bylaws are attached.

19. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

ARTICLE V

DUTIES OF OFFICERS

1. The President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of members.

2. The Vice President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership

books and receive all applications for membership, for transfer and lease of Units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members which minute book shall at all reasonable times be available at the office of the Association or its management agent for inspection by members, or their authorized representatives, and directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. The minutes of all meetings of the Board of Directors and of members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a financial statement showing the financial condition of the Association for the current year to the end of the month preceding the annual meeting. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI

MEMBERSHIP

1. Except as provided in the Articles of Incorporation, membership in the Association is limited to Owners of Condominium Units in the Condominium. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration of Condominium for transfer of membership upon the death of a member.

2. If a Condominium Unit is owned by more than one Owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such Unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the Owners (or the proper corporate officer) of said Unit, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a Unit is owned by a husband and his wife only.

3. Membership in the Association may be transferred only as an incident to the transfer of title to the Condominium Unit.

4. Membership shall terminate upon the transfer of title to a Condominium Unit.

ARTICLE VII

MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

The provisions hereof are consistent with the requirements of Florida Statutes 718. At such time as the applicable provisions of the Statute are amended, these provisions shall be deemed amended in a manner consistent with the Statute.

Upon notice to Unit Owners, the Board shall, by duly adopted rule, designate a specific location in compliance with the Condominium Act upon which all notices of meetings shall be posted.

1. Meetings of Members.

A. Annual meetings: The first annual meeting of the Association shall be held at the office of the Association one (1) year after the date of the adoption of these Bylaws, or at such other time and place as selected by the Board of Directors. Thereafter, the annual meeting of the Association shall be held at the office of the Association during the month in which these Bylaws were adopted, or at such other time and place as selected by the Board of Directors. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these Bylaws and the Condominium Act. The members may also transact such other business of the Association as may properly come before the meeting. The Secretary shall file the affidavit of notice as required by the Act.

B. Special meetings: It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by ten percent (10%) of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon ten percent (10%) of the members giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of meetings: Written notice, which notice must include an agenda, shall be mailed or delivered to each Unit Owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule, designate a specific location on the condominium property or association property upon which all notices of Unit Owner meetings shall be posted; however, if there is no condominium property or association property upon which notices can be posted, this requirement does not apply. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided on the deed of record. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association

affirming that the notice was mailed or hand delivered, in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

D. **Budgetary meetings:** The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Assessments to the members not less than fourteen (14) days prior to the meeting at which the budget will be considered. The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members. If an adopted budget requires Assessment against the members in any fiscal or calendar year exceeding 115% of the Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the members to the Board of Directors, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice to each member. At the special meeting, members may consider and enact a budget by a majority vote of all members. If a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation.

E. **Quorum:** No less than one-third of the members shall constitute a quorum for the transaction of business at all meetings. Limited proxies and general proxies may be used to establish a quorum. Notwithstanding the foregoing, a quorum is not required for the election of directors.

F. **Adjourned meetings:** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than fourteen (14) days from the time the original meeting was called.

G. **Voting:** Except as otherwise provided herein, at every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one vote on each question. The vote of members holding a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. **Proxies:** Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it. Except as specifically otherwise provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. In accordance with the Condominium Act, limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial state requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a

limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Unit Owners may vote in person at Unit Owner meetings.

I. Waiver and consent: Nothing herein shall be construed to prevent a member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted. Notwithstanding the foregoing, meetings of members must be held at least annually, and for voting on budgetary matters, waiver or reduction of reserve requirements. Unit Owners may waive notice of specific meetings.

2. Meetings of directors and any committee thereof:

A. Organizational meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Regular meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate.

C. Special meetings: Special meetings of the Board of Directors may be called by the President upon the request of at least two directors, on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

D. Notice of regular meetings: Notice of the time and purpose of regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Notice of all meetings must include agenda items, and shall be conspicuously posted at the Condominium property at least forty-eight (48) hours preceding the meeting, except in cases of emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

E. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time.

F. Consent: The Board of Directors may act by written consent, without a meeting, provided that a majority of the Board of directors consents to the action so taken.

G. Participation: All meetings of the Board of Directors and any committee thereof at which a quorum of the

members are present, shall be open to Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Directors, subject to Division rules. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

ARTICLE VIII

PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting; or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Election;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

ARTICLE IX

ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium Units in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular Assessments shall be paid by the members on a monthly basis, payable in advance on the first day of each and every month, or as otherwise established by the Board of Directors.

4. Special Assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as regular Assessments, unless the Declaration of Condominium shall otherwise provide.

5. When the Board of Directors has determined the amount of any Assessments, the Secretary shall transmit a statement of such Assessment to each Condominium Unit Owner. All such payments shall be made payable to the Condominium Association.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the Assessment of each member of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Unit Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Unit.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any Assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner. Said late charge shall not exceed the greater of \$25.00 or 5% of the delinquent Assessment payment.

8. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these Bylaws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be made in the amount of the last prior Assessment and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

ARTICLE X

FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in one or more financial institutions insured by the FDIC or similar agency, such as a savings and loan association, bank or credit union, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only with the signature of the authorized officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to

establishment of escrows for real estate taxes and insurance respecting Condominium Units.

3. Fidelity bonds: Fidelity bonds shall be required for all directors, officers and employees of the Association, handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association, and shall be at minimum, the amount specified in the Condominium Act.

4. Records: The Association shall maintain accounting records according to good accounting practice. Such records shall include: (1) a record of receipts and expenditures for each Unit Owner which shall designate the name and address of the Unit Owner, the amount of each assessment, the amounts paid upon the account and the balance due; (2) a register listing the names of any mortgage holders or lien holders who have notified the Association of their liens, and of the lien holders to which the Association is required to give notice of default. The records shall also include, but not be limited to, current copies of the Declaration, Bylaws and other rules and regulations.

The Association records shall be open to inspection by any Association member, the authorized representative of such member or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the project. These records shall be available within 5 working days after receipt of a written request by the Board or its designees. A definition of official records, parameter for their location, and rights of inspection are set forth in the Condominium Act.

5. Annual statement: Within 60 days following the end of the fiscal year, the Board of Directors shall present to the members and to the Division, a complete financial report of actual receipts and expenditures of the Association for the previous 12 months, in accord with the Condominium Act.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium and the Condominium Act.

ARTICLE XI

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Units, Limited Common Elements and Common Elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE XII

COMPLAINT

When a Unit Owner files a written complaint by certified mail with the Board of Directors, the Board shall respond to the Unit Owner within 30 days of receipt of the complaint. The Board shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division. The failure to act within 30 days and to notify the Unit Owner within 30 days after the action taken precludes the Board from recovering

attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

ARTICLE XIII

ARBITRATION

In the event of internal dispute(s) among Unit Owners, Association, and their agents and assigns, arising from the operation of the Condominium, then said parties shall attempt to resolve said dispute(s) through mandatory non-binding arbitration in accordance with the Condominium Act.

ARTICLE XIV

VIOLATIONS AND DEFAULTS

1. Violations. In the event of a violation, other than non-payment of an Assessment by a Unit Owner, or any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association, the Articles of Incorporation, the Management Agreement or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief.

2. Failure to Pay Assessments. In the event of the failure to pay Assessments, the Association shall have the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. If the Association elects to enforce its lien by foreclosure, the Condominium Unit Owner at the court's discretion shall be required to pay a reasonable rent for his Condominium Unit during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

3. Fines. The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fines may exceed \$100.00 nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Bylaws, or Association rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

B. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

ARTICLE XV

AMENDMENT OF BYLAWS

Subject always to the provisions of the Declaration of Condominium, these Bylaws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by the holders of sixty-six percent (66%) of the votes of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these Bylaws may be proposed by the Board of Directors, acting upon the vote of a majority of the directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Unit Owner nor any class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Bylaw. See Bylaw Article ___ for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by an officer of the Association with the formalities of a deed.

ARTICLE XVI

VALIDITY

If any portion of the Bylaws shall be adjudged invalid, such fact shall not effect the validity of any other Bylaw.

ORB 7626 Pg 1862
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

CONSENT OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM OF
BRIDGEPOINTS AT BROKEN SOUND, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage recorded in Official Records Book 7376, Page 1303, and modifications of record thereto, all of the Public Records of Palm Beach County, Florida (the "Mortgage"), encumbering lands owned by Yale Properties - Boca Two, a Florida general partnership ("Mortgagor");

WHEREAS, the Mortgage is a lien upon that certain tract of land more fully described in the Mortgage, which includes land described in Exhibit "A" to the Declaration of Condominium of Bridgepoints at Broken Sound, a Condominium (the "Declaration"); and

WHEREAS, Mortgagee has agreed to consent to the Declaration.

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Declaration to which this Consent is attached.
2. By consenting to the recordation of the Declaration, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration or the Condominium Act or of any owner of a Condominium Unit.
3. The sole purpose of this document is to consent to the addition of Phase 10 to the Declaration, as such consent is required pursuant to Chapter 718, Florida Statutes.
4. Except as otherwise expressly set forth in this document, the terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.
5. Nothing contained in this Consent shall impair or diminish the lien of the Mortgage on any portion of the property encumbered by the Mortgage which is not included in the property being subjected to the Declaration as of the date hereof.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 11th day of February, 1993.

Signed, sealed and delivered
in the presence of:

Elizabeth J. Clifford
Print Name: Elizabeth J. Clifford

Helen L. Marasco
Print Name: Helen L. Marasco

NATIONSBANK OF FLORIDA, N.A.

By: Nancy J. Blackwood
Nancy J. Blackwood
Vice President

[SEAL]

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 11th day of February, 1993 by Nancy J. Blackwood, as Vice President of NATIONSBANK OF FLORIDA. Ms. Blackwood is personally known to me and did not take oath.

My Commission Expires:

Shirley A. O'Brien
Print Name: Shirley A. O'Brien
Notary Public

