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**DECLARATION OF CONDOMINIUM**  
**OF**  
**PIPER'S CAY, A CONDOMINIUM**

KNOW ALL PERSONS BY THESE PRESENTS:

THIS DECLARATION OF CONDOMINIUM is made this 15 day of SEPTEMBER, 2006, by Piper's Cay, LLC, a Florida limited liability company, for itself, successors, grantees, assigns and its transferees.

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

**Section 2. NAME AND ADDRESS.** The name by which this Condominium shall be referred PIPER'S CAY, A CONDOMINIUM. The mailing address for this Condominium is 4227 Northlake Boulevard, Palm Beach Gardens, Florida 33410

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

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

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

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THIS INSTRUMENT PREPARED BY:  
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3.3 "Association" means Piper's Cay Association, Inc., a Florida corporation not for profit, its successors, assigns and legal representatives.

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

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

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

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

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

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

3.10 "Condominium" means Piper's Cay, a Condominium.

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

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

3.13 "County" means Palm Beach County, Florida.

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

3.15 "Developer" means Piper's Cay, LLC, a Florida limited liability company, for itself, successors, grantees, assigns and its transferees.

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

3.17 "Guest" means any person who:

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

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

of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

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

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

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

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

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

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

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

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

3.27 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership, and only for which a certificate of occupancy has been issued by the applicable governmental authority.



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

3.29 "Primary Institutional First Mortgagee" means and refers to the Institutional Mortgagee holding the highest dollar indebtedness encumbering the Units within the Condominium.

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

4.1 The Developer proposes to construct one hundred seventy-seven (177) residential units and associated improvements.

4.2 The Developer specifically intends to sell Units as fee simple estates. The Developer reserves the right, however, to lease the Units or convey the Units in fee simple subject to lease.

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

- A. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimetrical boundaries:
  - 1. Upper Boundaries. The underside of the roof truss.
  - 2. Lower Boundaries: The horizontal planes of the topside of the concrete floor slab of the first floor of the Unit.
- B. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the outer walls of the building, including all fixtures thereon and the center of any partition wall between Units, extended to their intersections with each other and with the upper and lower boundaries. Such boundaries also include each Unit's garage.
- C. Apertures. Where there are apertures in any boundary, including, without limitation, windows and doors, the boundaries shall extend to the interior unfinished surfaces of such apertures and their frameworks and tracks. All doors, and all surfaces made of glass or other transparent material, and all framing, casing, tracks and hardware of the foregoing, shall be excluded from the Unit.

- D. Airconditioning and heating equipment. The airconditioning/heating unit, including the handling equipment and pad, and all appurtenances and lines serving only one Unit are deemed part of the Unit.
- E. Proviso. Any portions of the Condominium Property referred to in Exhibit "A" as common elements shall not be part of the Unit.

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

**SECTION 5. EASEMENTS.** Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The following easements lie in addition to those provided for in the Condominium Act:

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

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

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

5.4 Utility Service and Drainage Easements.

- A. There is hereby created a blanket easement upon, across, over, through and under the Properties for the installation, replacement repair and maintenance of all utility and service lines and systems and drainage, including but not limited to electric, gas, water, sewer, telephone, cable television, security, and surveillance or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain such facilities and equipment on the Properties, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Units and on, in and under the roofs and exterior walls of the Units, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Units. Except as otherwise provided in Section 5.4.B below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems or drainage systems may be installed or relocated on the Properties except as are approved by the Developer. The Developer may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. The Developer reserves the right to modify or relocate the above-referenced easements.
- B. Once the Developer closes upon the sale of the last Unit in the condominium, the powers vested in the Developer under Article 5.4.A above shall terminate, and shall then vest in the Association. Such powers shall be exercised by the Board of Directors in its reasonable discretion without the need for joinder of any Owner.
- C. The Developer under Section 5.4.A and the Association under Section 5.4.B above, or its designee, shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything anywhere on his Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or the use of these easements.

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

**SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.**

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

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

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

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

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or of the Properties may unreasonably interfere

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

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

## **SECTION 7. COMMON ELEMENTS.**

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

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

## **SECTION 8. LIMITED COMMON ELEMENTS.**

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

- A. Driveways and Sidewalks. In front of each Unit's garage is a driveway and sidewalk, which are a limited common element of the Unit so served.

- B. Covered Entry. There is a covered entry referenced in Exhibit "A" which is a limited common element of the Unit so served. The boundaries are the finished surfaces of same.
- C. Patio/Balcony. The patio/balcony is a limited common element of the Unit so served. The boundaries are as follows: The upper boundary is the underside of the concrete slab; the lower boundary is the topside of the concrete slab; and the perimetrical boundary is from the side of the building to the edge of the patio/balcony slab. The wall separating one patio/balcony from another is a common element, not a limited common element.
- D. Doors, Windows and Screens. The windows and screens and screen frames, entry and sliding glass doors, including glass, hardware and framings/casings, tracks and threshold are limited common elements of the Unit served thereby.
- E. Utility Lines, Connections and Appurtenances. All utility lines, connections, pipes, wires and appurtenances which are located in the common elements but serve only one Unit shall be a limited common element of the Unit so served. (Airconditioning and heating equipment are part of the Unit). However, the foregoing which serve the common elements or more than one Unit are part of the common elements.
- F. Other. Any part of the common elements connected to or exclusively serving a single Unit, in which it is specifically required in Section 11 of the Declaration to be maintained, repaired or replaced at the expense of the Owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described in this Section 8.1 or not.

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

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



**SECTION 9. ASSOCIATION.** The operation of the Condominium is by PIPER'S CAY ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to this Declaration and the following:

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

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

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

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

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of the Members of the Association. The Association has the authority to purchase Units by the vote of the Board of Directors of the Association. The Association may mortgage real property.

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

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Common expenses shall include the cost of cable television and telecommunication services, inclusive of high speed



internet services and alarm monitoring, such pest control in the Units as the Board may provide from time to time, such Unit appliance contracts as the Board may provide from time to time, and entertainment expenses.

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

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

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

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

10.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payment). Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the

Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

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

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

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

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and are part of the claim of lien unless prohibited by the Condominium Act from time to time. If the Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its sole discretion, may require the Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver, which may be the Association, to collect the rent.

Such receiver shall be appointed pursuant to a court order in the foreclosure action. If some person other than the Association acts as receiver, then the cost of the receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action.

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

10.11 Charges.

- A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents, nor subject to a lien.
- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and Charges first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

- D. Collection of a Charge. The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings.

10.12 Working Capital Contributions. Working capital contributions shall be required from each purchaser purchasing from the Developer payable to the Association in an amount equal to 1/4 of the then annual assessment. Such contributions may be used to reimburse the Developer for start-up expenses, or otherwise as the Board of Directors shall determine from time to time. Notwithstanding the foregoing to the contrary, no capital contribution shall be used prior to the expiration of the Developer's assessment guaranty.

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

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

- A. Units. All portions of the Unit perimetrically exterior to the drywall (that is, excluding the drywall) and horizontally above the floor slab of the first floor of the Unit and upward to the underside of the roof truss, exclusive of the second floor structural floor system.
- B. Common Elements and Association Property. All common elements and Association property.
- C. Limited Common Elements. Only those limited common elements referenced in Sections 8.1.A and 8.1.B above.
- D. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 11.1.D, the building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and

Occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order requiring compliance with this Section 11.1.D.

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

- A. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary; exclusive of exterminating in the Unit only if undertaken by the Association as a common expense and exclusive of those portions of the Unit which are the responsibility of the Association under Section 11.1.A above.
- B. Limited Common Elements. All portions of the limited common elements other than those referenced in Sections 8.1.A and 8.1.B above.
- C. Miscellaneous Covenants and Understandings of Each Owner.
  - 1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
  - 2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.
  - 3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
  - 4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the



Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.

5. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

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

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

11.4 Alterations and Improvements by the Owners and Residents.

- A. Limited Rights of Owners and Residents. A uniform scheme and appearance of the buildings has been established. Therefore, the rights of the Owners and occupants to make alterations and improvements to the exteriors of the building; and outside of the building; and alterations, improvements, decorations and changes on

the interiors of the Units which can be viewed from outside of the Units; are subject to the prior written approval of the Board of Directors.

1. Proviso: No Owner shall be required to obtain the approval of the Association for the installation of any antenna or satellite dish which is protected by federal law. The guidelines for permitted antenna and satellite dish installations are set forth in Section 11.4.C.5 below.

B. Removal of Interior Partition Wall; Other:

1. Interior Partition Wall. If any owner desires to remove any interior partition wall, same shall be permitted so long as the removal would not materially affect or interfere with the utility services constituting common elements or comprise any structural component of the building, if any, located therein. The Owner shall furnish the Association with an engineering report at the Owner's expense attesting to the fact that no structural component of the building is compromised. If a permit from a governmental entity is required, the owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an owner's non-compliance with the permit(s) or any building codes.
2. Exteriors. Board approval is required as to any alteration, improvement, decoration or change on the exterior of the Unit which cannot be viewed from the outside of the Units to the extent that same materially affects or interferes with the structural integrity of a load bearing wall or column.

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

1. Hurricane Protection. The only types of hurricane protection are as follows: Metal Panels, roll-downs and accordions.



2. Windows. Reflective material/window tinting is/are permitted on the windows so long as the color is gray. At no time shall aluminum foil be permitted on the inside or outside of the windows. Window treatments must be white, off-white or beige when viewed from the outside.
3. Airconditioning/Heating Units. Wall and window airconditioning and heating units are not permitted on Units.
4. Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units.  
Exceptions: The following shall not violate this Section 11.4.C.4:
  - (a) Official notices of the Association.
  - (b) Signs on permitted vehicles under Sections 12.4.B.1, 2, 3 and 4 below.
5. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. In no event shall any restrictions imposed in this Section 11.4.C.5 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Until federal law or the applicable FCC cases and rulings change, which changes are automatically incorporated into this Declaration without the need to amend in the future, a satellite dish or antenna installation must be situated entirely within the boundaries of the Unit or limited common element balcony/patio. Notwithstanding any provision contained in this Declaration to the contrary, the approval of the Board of Directors of the Association will not be required for installations referred to under this Section 11.4.C.5. No other satellite dishes or antennae are permitted.

6. Screen Doors. Screen doors are prohibited unless originally installed by Developer. The Association shall maintain records listing such Developer-installed screen doors. Developer-installed screen doors may be replaced by the Owner upon prior written Board approval.
7. Hanging Items on Balcony/Porch. Hanging items on balconies and porches, such as windchimes and the like, are prohibited.
8. Flags. Any Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day in a respectful way, portable, removable official flags, not larger than four and a half feet by six feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

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

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

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

12.1 Occupancy of Units.

- A. Each Unit shall be occupied by Owners and tenants and their family members and Guests, invitees and servants, as a residence and for

no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit.

B. There is no restriction on children in this Condominium.

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

12.3 Pets and Animals.

A. Owners, tenants and Guests are permitted to have pets and animals as a privilege, only as follows:

1. Animals and pets shall be restricted to cats and dogs totaling not more than three, not to exceed 25 pounds when measured at maturity, and to birds in cages kept inside the Unit, and fish in tanks, except that pitbulls, rotweillers, mastiffs and chows are prohibited. No such pet or animal shall be bred or kept for commercial purposes. No other pets shall be permitted.
2. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog or cat firmly held by collar and leash. No dogs or cats shall be permitted to run at large outside the Unit.
3. The individual walking a dog or cat shall be required to clean up after the dog or cat.
4. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Properties.
5. Any pet/animal owner's privilege to have a pet/animal reside in the Condominium shall be revoked if the pet/ animal shall create a nuisance or shall become a nuisance.

B. Exception. The provisions of this Section 12.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

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

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

regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

3. Service and delivery vehicles, servicing the Properties, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Certain vans and sports utility vehicles which are permitted. A two-axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.
6. Certain pickup trucks which are permitted. A two-axle pickup truck which is not a commercial vehicle as defined below.

C. Classifications and Definitions.

1. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.4.
2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

D. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, or the changing of tires of a vehicle are permitted.
2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Properties at any time for any reason.
3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for landscaping equipment at the direction of the Board of Directors).
4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
5. No vehicle may be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and only for loading and unloading.
6. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
7. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 12.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 12.4.

8. Vehicle washing is permitted only in designated areas, with water restriction rules imposed by governmental authority to be observed.
  9. No Owner or lessee, or their family members, Guests and invitees shall park in a limited common element parking space assigned to another Unit.
- D. Remedy of Towing. If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.
- E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 12.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.4.

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



shall be played between the hours of 10:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants in other Units or on the common elements.

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

12.6 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Units. This prohibition also prohibits home occupations under the applicable zoning code and prohibits a day care or child care facility or operation (regardless of age). Provisos. Notwithstanding the foregoing to the contrary:

- A. The practice of leasing Units shall not be considered as a business activity under this Section 12.6.
- B. The business of operating the Association shall not be considered as business activity under this Section 12.6.

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

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

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

## **SECTION 13. LEASING OF UNITS.**

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

### **13.1 Procedures.**

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

2. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
3. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
4. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or Rules and Regulations of the Association;
5. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
6. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
7. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the Condominium Documents and/or Rules and Regulations of the Association;
8. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
9. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

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

- D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.
- E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 13 be violated.
- F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 13. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13. The current amount is \$100.00 per applicant, with husband and wife and dependent children to be considered as one applicant. Such amount shall increase to the maximum amount permitted by the Condominium Act as amended from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.
- H. Certain Exceptions. Section 13.1 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such Section 13.1 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly

advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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

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

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

13.3 Minimum and Maximum Terms. The minimum term for any lease shall be one (1) month and the maximum term for any lease shall be twelve (12) consecutive months.

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

**SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS**. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer

of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner of a Unit agrees to observe.

14.1 Forms of Ownership.

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

14.2 Transfer of Ownership of Units.

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



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

B. Procedures.

1. Notice to Association.

- (a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.
- (b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.
- (c) Demand. With the notice required in Subsection (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Subsection (1)(a) notice.



- (d) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.
2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in an Association Certificate in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue an Association Certificate to the transferee.
3. Disapproval.
- (a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:
- (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

- (iii) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or the Rules and Regulations of the Association;
  - (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
  - (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in the Condominium as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
  - (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.
- (b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.2.B(1)(c) above, then within sixty (60) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith

purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Condominium assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

- (c) Automatic Approval. If the Board fails to deliver the name of the approved purchaser within sixty (60) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand an Association Certificate shall be issued.

#### 14.3 General Provisions.

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

- B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- C. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 14. The current amount is \$100.00 per applicant, with husband and wife and dependent children to be considered as one applicant. Such amount shall increase to the maximum amount permitted by the Condominium Act as amended from time to time.
- D. Certain Exceptions. Section 14.2 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such Section 14.2 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
1. Proviso. This Section 14.3.D shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 14.2 above.

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

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

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

15.3 Coverage:

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

to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

- C. Worker's compensation and unemployment compensation to meet the requirements of law.

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

15.5 All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their respective interests may appear. Such policies shall provide that any insurance trust agreement shall be recognized. Such insurance will not be prejudiced by any acts or omissions of individual Owners who are not under the control of the Association. The insurance policy will be primary, even if an Owner has other insurance that covers the same loss. All insurance policies as well as fidelity bonds shall provide that they may not be cancelled without at least ten days' prior written notice to the Association and to the Primary Institutional First Mortgagee. Such policies may contain reasonable deductible provisions as defined by the Board of Directors of the Association.

15.6 Insurance Trustee. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses for Insured Property shall be paid to an insurance trustee ("Insurance Trustee") which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. Alternatively, the Board shall be permitted to serve as the Insurance Trustee and shall perform directly all obligations imposed upon the Insurance Trustee by this Declaration, subject to the provisions of Section 15.5.A below. The term "Insured Property" as used in this Declaration shall mean the Building and Improvements located on the common elements and Association property from time to time, together with all fixtures, service equipment, personal property located on the common elements and Association property (exclusive of wall, floor and ceiling coverings; and exclusive of electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit; and all air conditioning compressors that service only an individual Unit, whether or not located



within the Unit boundaries or any other item, personal property fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Condominium Act, as amended from time to time). The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Owner and mortgagee pursuant to the provisions of this Declaration. Fees and expenses of the Insurance Trustee are common expenses.

- A. Proviso. Notwithstanding the foregoing to the contrary: The Primary Institutional First Mortgagee shall have the right by written notification to the Association to require the Association to use an Insurance Trustee other than the Board of Directors. Within thirty (30) days after a casualty, the Primary Institutional First Mortgagee shall inform the Association in writing if it requires the use of an Insurance Trustee other than the Board of Directors. If the Association receives such notification within this time period, then the Association shall provide the Primary Institutional First Mortgagee of its selection of the Insurance Trustee other than the Board of Directors; the Primary Institutional First Mortgagee shall be deemed to have approved of the selected Insurance Trustee unless same notifies the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. In addition to the foregoing, for so long as the Developer owns any units, the Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board of Directors, with the same procedures and time frames to apply as stated above with respect to the Primary Institutional First Mortgagee. In the event of a conflict in the selection of an Insurance Trustee by both the Primary Institutional First Mortgagee and the Developer, the designation by the Primary Institutional First Mortgagee shall control and govern.

## **SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.**

### **16.1 Determination to Reconstruct or Repair.**

- A. Subject to the provisions of Section 16.1.B below, in the event of damage to or destruction of the Insured Property as a result of a casualty, the Board of Directors shall promptly repair and reconstruct same. Subject to the provisions of Section 16.1.B below, in the event of damage to or destruction as a result of a casualty to Properties which is not Insured Property but which the Owner has maintenance responsibility elsewhere under this Declaration, the Owner shall promptly repair and reconstruct same.”
- B. If seventy-five percent (75%) or more, measured in terms of replacement cost, of the Insured Property is substantially damaged or destroyed and if Owners owning eighty percent (80%) of the applicable interests in the Common Elements, duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Mortgagees and the Primary Institutional First Mortgagee approve such resolution, the Condominium property will not be repaired, with the Condominium to then be terminated and the (former) Condominium property to be subject to an action for partition instituted by the Association, any Owner, mortgagee or lienor, as if the Condominium property were owned in common.

16.2 Plans and Specifications. Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if such plans and specifications are not available, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property (including but not limited to roofs, windows, doors, paving, common elements and Association property wall and floor coverings, and other external surfaces) damaged by the casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the common elements or Association property, based on the following reasons: Requirements due to changes in codes, and/or use of more practical and/or better wearing materials and components. As to any alterations or additions not encompassed in the foregoing, not only is a Board vote required, but the approval of the Primary Institutional First Mortgagee as well as a majority of all voting interests in the Association must approve; such majority vote of the Owners applies notwithstanding a different vote imposed by Section 11.5 above for material alterations or substantial additions to the common elements and Association property.

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

- A. Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- B. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to contractors, subcontractors and suppliers engaged by the Association in such repair and restoration in appropriate progress payments. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their mortgagees being payable jointly to them, as follows, in the following order: First, for Insured Property located within the Unit boundaries, to each Owner of affected Units in proportion to the damage suffered by each affected Owner, and last for Insured Property not located within the Unit boundaries, to all Owners in their undivided shares of ownership in the common elements.
- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, as follows, in the following order: First, for Insured Property located within the Unit boundaries, to each Owner of affected Units in proportion to the damage suffered by each affected Owner, and last for Insured Property not located within the Unit boundaries, to all Owners in their undivided shares of ownership in the common elements.
- D. Certificate. In making distributions to Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon Association Certificate as to the names of the Owners and their mortgagees and their respective shares of the distribution.

- E. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is less than assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- F. Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, if any, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon an Association Certificate as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid. In making disbursements of insurance proceeds to the Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate from a title company or attorney as to the names of the then-owners and their respective mortgagees.
- G. Proviso. Any disbursement of insurance proceeds to owners and their mortgagees shall also require the approval of the Primary Institutional First Mortgagee.

16.4 Assessments; Financing. If the proceeds of the insurance are not sufficient or it is determined by the Board that proceeds will not be sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the Association are insufficient, annual and/or special assessments may be made against the Owners in sufficient amounts

to provide funds for the payment of such costs, including, but not limited to deductibles, if any, and/or the Association may obtain financing to pay for same. Such financing may be put into place even in advance of a casualty. Such assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

16.5 **Benefit of Mortgagees.** Certain provisions in this Section 16 are for the benefit of mortgagees of Units and may be enforced by any of them.

## **SECTION 17. CONDEMNATION OR EMINENT DOMAIN:**

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

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

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

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



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

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

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

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

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

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

18.3 Following Termination. The property may be partitioned and sold upon the application of any Owner in the Condominium. Provided, however, that if the Board of Directors following a termination by unanimous vote, determines to accept an offer for the sale of the property as a whole, each Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms



as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

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

## **SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.**

### **19.1 Duty to Comply; Right to Sue.**

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

- C. The Association shall also have any other remedies provided for in the Condominium Documents and law.

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

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

19.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and Association property made necessary by his act, inaction or negligence, or by that of any member of his family or his Guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending

Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

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

- A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is obligated to protect, maintain, repair and replace.
- B. For the purposes of preventing damage to the common elements or to a Unit or Units.

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

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

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

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

attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

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

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

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

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

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

20.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon

and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

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

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

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

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of a Condominium or any Unit.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.
- F. Notice of Association meetings.

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

## **SECTION 21. AMENDMENT OF DECLARATION.**

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

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

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

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment



shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

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

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

## **SECTION 22. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

23.2 Sales/Lease Activities. No Owner, person or the Association, or their use of the Units, shall interfere with the Developer's completion and sale or leasing of the Units, whether in this Condominium or otherwise. The Developer, until all of the Units in the Condominium have been sold and closed, shall be irrevocably empowered to sell Units to any person or entity approved by the Developer without any interference or objection from the Association, and without any limitation. The Developer is obligated to seek lease

approval as provided for in Section 13 of the Declaration. Furthermore, the Developer reserves the right to retain title to any Units and lease all or portions of same, without any intention of selling them. The Developer shall have the right to transact upon the Properties any business necessary to consummate the sale/lease of Units, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banner and flags on the Properties for construction or sales purposes; use the common elements and Association property for sales offices or for sales and promotional purposes; and conduct sales activities relating to property owned by the Developer or any of its affiliates which is situated outside of the Condominium. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the Developer shall not be considered as part of the Properties nor owned by the Association and shall remain the property of the Developer. The Developer shall further be exempt from the vehicle and parking restrictions of Section 12.4 above only to the extent that the vehicles in question are engaged in any activity relating to the construction, maintenance or marketing of Units for sale or for lease.

**23.3 Specific Exemptions Under the Declaration.** In addition to any other exemptions provided in favor of the Developer in this Declaration, the Developer and his designees shall be exempt from all use restrictions contained in this Declaration, including but not limited to that provided in Sections 11.3, 11.4, 12, 13 and 14 above. Provided, however, the Developer or its designees shall **NOT** be exempt from Section 12.3 pertaining to pets and to Section 13 pertaining to lease approval.

**SECTION 24. SOUTH FLORIDA WATER MANAGEMENT DISTRICT PROVISIONS.**

- 24.1 The Association hereby accepts responsibility for the operation and maintenance of the surface water management system described in South Florida Water Management District application or permit number 50-06861-P, which is attached to and made a part of this Declaration as Exhibit "E".
- 24.2 The surface water management system is part of the common elements of the Condominium.
- 24.3 The Association is responsible for assessing and collection fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Such fees shall be collected as assessments under this Declaration.
- 24.4 Any amendment proposed to the Declaration which would affect the surface water management system or water management portions of the common elements shall be submitted to the South Florida Water Management District

for review prior to finalization of the amendment. The South Florida Water Management District shall determine if the proposed amendment will require a modification of the permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to finalization of the amendment of this Declaration.

24.5 The South Florida Water Management District has a right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities under the responsibility and control of the Association.

24.6 A copy of the South Florida Water Management District Permit and any future permit actions of the South Florida Water Management District shall be maintained by the registered agent of the Association for the benefit of the Association.

**SECTION 25. RESTRICTIVE COVENANT.** There is a Restrictive Covenant recorded in Official Record Book 18981, at Page 1213, Public Records of Palm Beach County, Florida, which pertains to the maintenance of littoral areas in the water management tract which is part of the Properties, under which the Association shall have maintenance responsibility and other obligations thereunder.

IN WITNESS WHEREOF, Piper's Cay, LLC, as Developer has caused the execution of this Declaration of Condominium of PIPER'S CAY, A CONDOMINIUM, on this 15<sup>TH</sup> day of SEPT., 2006.

WITNESSES:

Sign



Print

Chandler Aden

Sign



Print

Todd White

PIPER'S CAY, LLC, a Florida limited liability company

BY:

  
Authorized Manager

Print:

TOOD M. STEPHENS

Current Address:

4227 NORTHLAKE BLVD

PALM BEACH GARDENS, FL 33410

STATE OF FLORIDA )

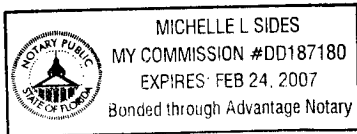
) ss.

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 15<sup>th</sup> day of September, 2006, before me personally appeared Todd Stephens, Authorized Manager of PIPER'S CAY, LLC, a Florida limited liability company, who is personally known to me or

who has produced \_\_\_\_\_ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his free act and deed as such duly authorized manager; and that the official seal of the company is duly affixed and the instrument is the act and deed of the company.

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



NOTARY PUBLIC:

Sign:

Print:

*[Handwritten Signature]*  
Michelle L. Sides

NOT A CERTIFIED COPY



CONSENT OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM OF  
PIPER'S CAY, A CONDOMINIUM

THIS CONSENT OF MORTGAGEE is given this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by REGIONS BANK, an Alabama banking corporation ("Mortgagee"), having an address of 1489 West Palmetto Park Road, Suite 300, Boca Raton, Florida 33486, being the owner and holder of the following security instruments executed by Piper's Cay, LLC, a Florida limited liability company ("Mortgagor"): That certain First Mortgage and Security Agreement, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ ("Mortgage"); together with that certain Assignment of Unit Sales Contracts, Leases, Rents, Profits, Permits, Approvals, Licenses, Warranties and Agreements recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ ("Assignment"); and that certain UCC-1 Financing Statement recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ ("Financing Statement"), all of the Public Records of Palm Beach County, Florida.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing DECLARATION OF CONDOMINIUM FOR PIPER'S CAY, A CONDOMINIUM (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida, and to subordinate the lien and operation of the Mortgage, Assignment and Financing Statement to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration and agrees that the lien and operation of the Mortgage, Assignment and Financing Statement shall be subject to and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of their terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of PIPER'S CAY, A CONDOMINIUM, and Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities of the "Developer" contained in the Declaration or other documents issued in connection with the promotion of PIPER'S CAY, A CONDOMINIUM. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage, Assignment and Financing Statement.

Made as of the day and year first above written.

Witnesses:

REGIONS BANK, an Alabama banking corporation

\_\_\_\_\_  
Signature  
Printed Name

By:  
Printed Name:  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of REGIONS BANK, an Alabama banking corporation, freely and voluntarily under authority duly vested in him/her by said association. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

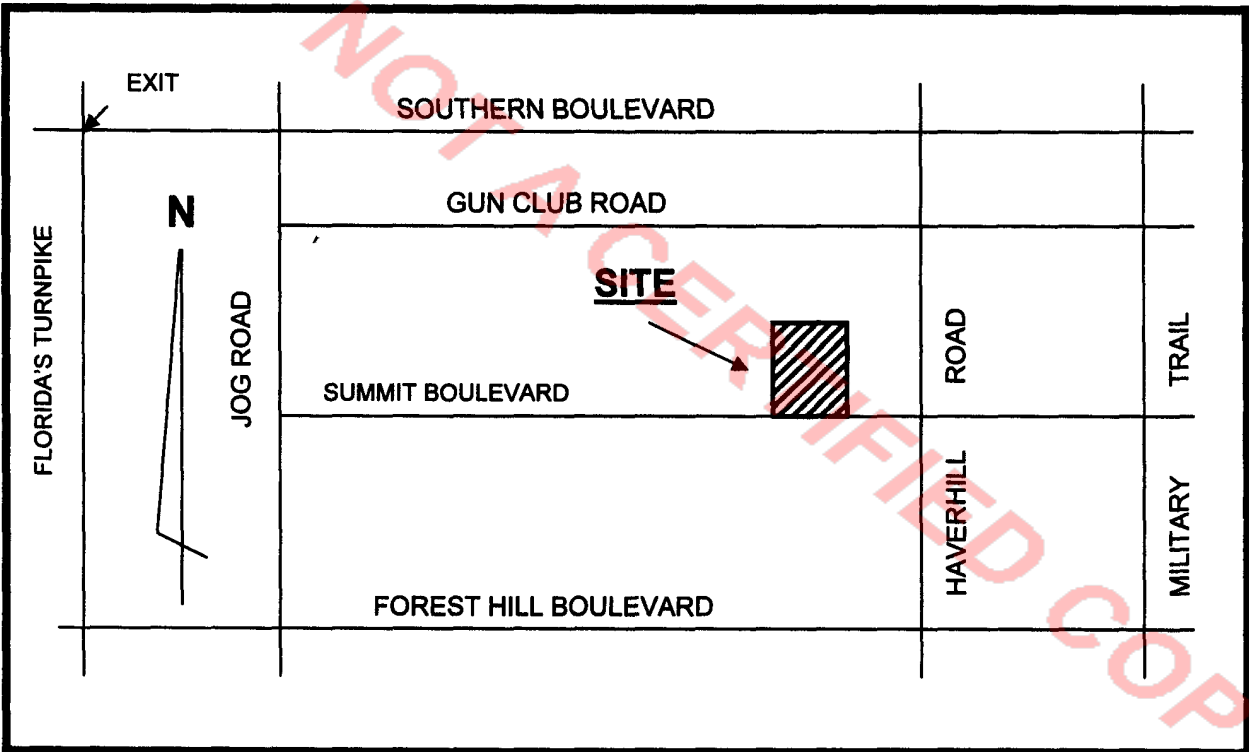
**PIPER’S CAY**  
**A CONDOMINIUM**

**(EXHIBIT “A” TO THE DECLARATION)**

**Prepared By:**

Landmark Surveying & Mapping, Inc.  
1850 Forest Hill Blvd., Suite 100  
West Palm Beach, FL 33406  
Phone No. (561) 433-5405  
Landmark@schorah.com

**VICINITY MAP**



# **PIPER'S CAY** **A CONDOMINIUM**

## **(EXHIBIT "A" TO THE DECLARATION)**

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Floor Plan Model B (St. Croix).....	5
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This instrument was prepared in the office of:  
Landmark Surveying & Mapping, Inc.  
1850 Forest Hill Blvd., Suite 100  
West Palm Beach, FL 33406  
Phone No. (561) 433-5405

**PIPER’S CAY**  
**A CONDOMINIUM**  
  
**(EXHIBIT “A” TO THE DECLARATION)**  
**SURVEYOR’S CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF PALM BEACH**

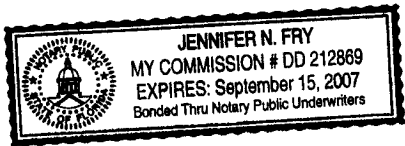
Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Craig S. Pusey, who after being first duly cautioned and sworn, deposed and says as follows:

- 1. I, Craig S. Pusey, am a duly Registered Surveyor and Mapper in the State of Florida, Certificate No. 5019.
- 2. This Certificate is made as to Piper’s Cay, a condominium located on Piper’s Cay Drive, West Palm Beach, Florida, 33415.
- 3. The Affiant hereby certifies that the construction of the improvements described is not substantially complete; that he has prepared this Exhibit on a preliminary basis; that once the buildings are completed a new Certificate will be prepared which, together with the Declaration of the Condominium of Piper’s Cay and the Exhibits attached thereto, will be an accurate representation of the location and dimensions of the improvements described so that the identification, location and dimensions of the common elements and of each condominium unit therein will be determined by these materials.
- 4. I hereby certify that the proposed survey for Piper’s Cay, a Condominium, is accurate to the best of my knowledge and belief, and further, that the documents contained herein meet the Requirements for Condominiums in Chapter 718, Florida Statutes.
- 5. Further Affiant sayeth naught.

By: C.S.P.  
Craig S. Pusey, P.S.M.

Sworn to and Subscribed before me this 14<sup>th</sup> day of September, 2006.

My Commission Expires: 9/15/07  
Jennifer N. Fry  
Jennifer N. Fry  
Notary Public, State of Florida



Note: Construction of this Condominium is not substantially completed. The within Surveyor’s Certificate will be duly executed upon substantial completion of improvements and a survey of such improvements. All improvements shown hereon are proposed rather than a survey of As-Built conditions, and are not intended for use as construction documents.

This instrument was prepared in the office of:  
Landmark Surveying & Mapping, Inc.  
1850 Forest Hill Blvd., Suite 100  
West Palm Beach, FL 33406  
Phone No. (561) 433-5405

**PIPER'S CAY  
A CONDOMINIUM**

**(EXHIBIT "A" TO THE DECLARATION)**

**LEGAL DESCRIPTION**

THE PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS FORMERLY KNOWN AS:

THE WEST 135 FEET OF THE EAST 269 FEET OF THE NORTH 153 FEET OF THE SOUTH 208 FEET OF TRACT 23, MODEL LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 80, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND

THE EAST 330 FEET OF TRACT 23, LESS THE WEST 135 FEET OF THE EAST 269 FEET OF THE NORTH 153 FEET OF THE SOUTH 208 FEET AND THE SOUTH 55 FEET FOR SUMMIT BOULEVARD RIGHT-OF-WAY OF TRACT 23 AND THE EAST 330 FEET OF TRACT 24, MODEL LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 80, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE PLATTED ROAD RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MODEL LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 80, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PORTION OF THE RIGHT-OF-WAY BEING 20 FEET IN WIDTH, BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF TRACT "C", SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.), AS RECORDED IN PLAT BOOK 47, PAGE 21, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE WEST LINE OF TRACT "F" OF SAID SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.), BOUNDED ON THE SOUTH BY THE NORTH LINE OF TRACTS 21 AND 24 OF SAID MODEL LAND COMPANY SUBDIVISION, AND BOUNDED ON THE WEST BY THE EAST LINE OF THE PLAT OF SOUTHWOODS, AS RECORDED IN PLAT BOOK 33, PAGE 158, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND:

A PORTION OF TRACTS 21 AND 22 OF MODEL LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 80, PALM BEACH COUNTY, PUBLIC RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT PART OF SAID TRACTS 21 AND 22, LYING WEST OF THE WEST LINE OF THE WEST ONE HALF OF THE EAST ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 2, TOWNSHIP 44 SOUTH, RANGE 42 EAST.

ALSO BEING DESCRIBED AS:

THAT PART OF THE EAST 330.00 FEET OF THE WEST ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 2, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE EAST LINE OF TRACTS 23 AND 24, MODEL LAND COMPANY SUBDIVISION OF SAID SECTION 2, AS RECORDED IN PLAT BOOK 5, PAGE 80, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE RIGHT-OF-WAY FOR SUMMIT BOULEVARD, AS LAID OUT AND IN USE AND AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 4504, PAGE 392, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING: 18.93 ACRES, MORE OR LESS.

DATE: 9/14/06

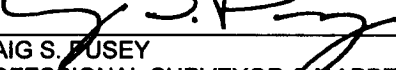
BY:   
CRAIG S. USEY  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5019

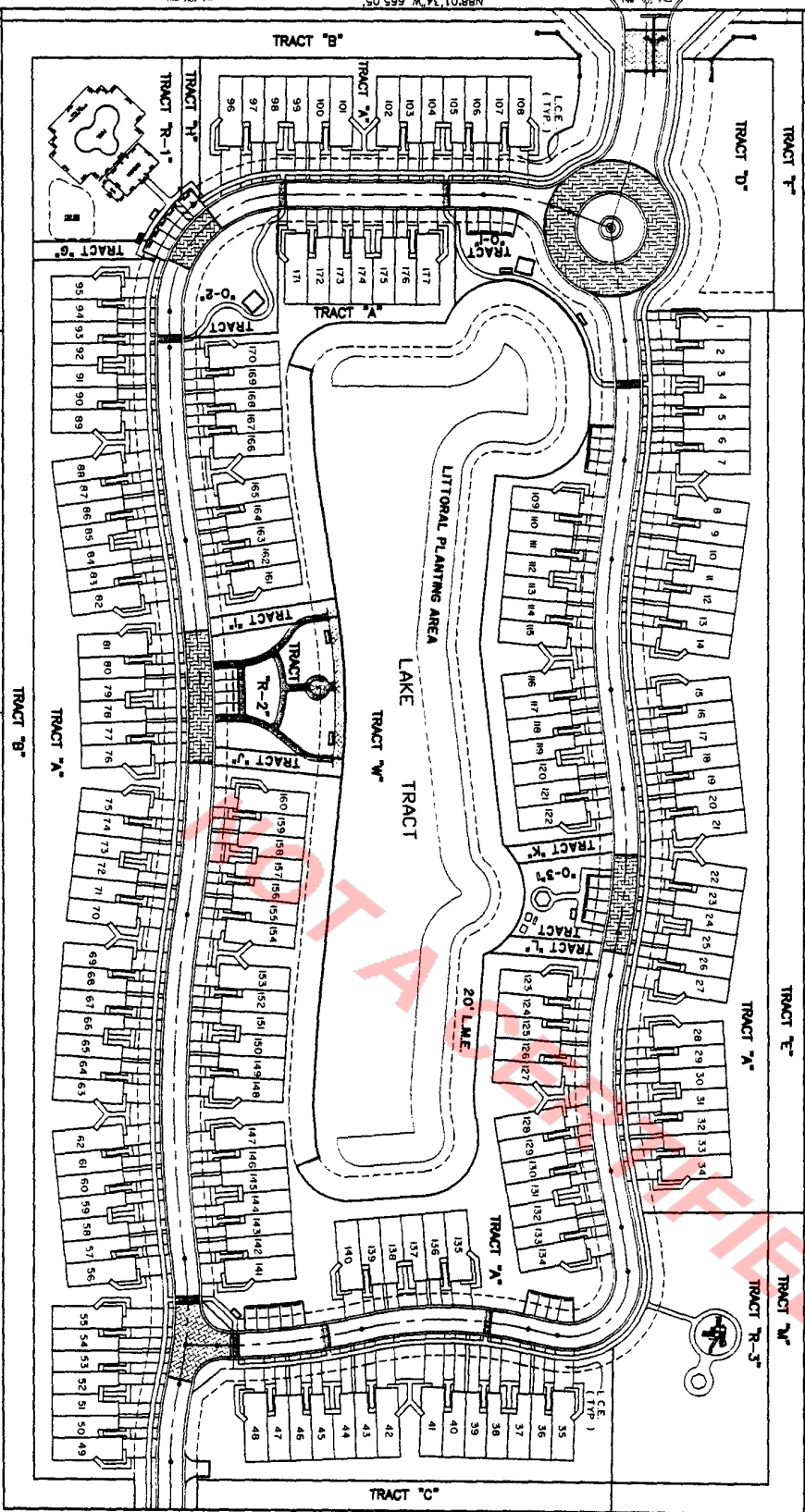


EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
PIPER'S CAY  
A CONDOMINIUM  
( UNIT DESIGNATION PLAN )

PLAT OF SOUTHWOODS  
PLAT BOOK 33, PAGE 198

- |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|

N01°23'22"E 1240.16'



SUMMIT BOULEVARD

TRACT "T"

TRACT "B"

TRACT "T"

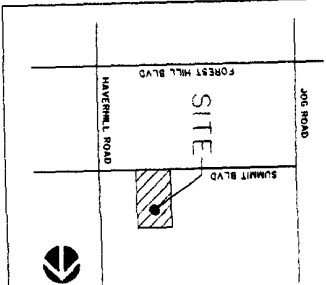
S01°23'22"W 1239.12'

SOCIETY HILL  
PLAT NO. 5 CANNONGATE (P.U.D.)  
PLAT BOOK 47, PAGES 21 - 25

SOCIETY HILL  
PLAT NO. 5 CANNONGATE (P.U.D.)  
PLAT BOOK 47, PAGES 21 - 25

NOT TO SCALE

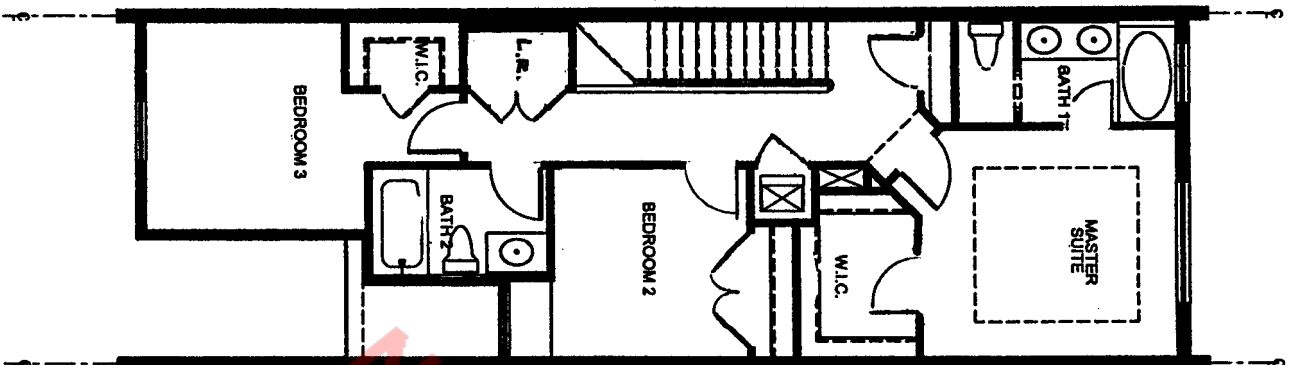
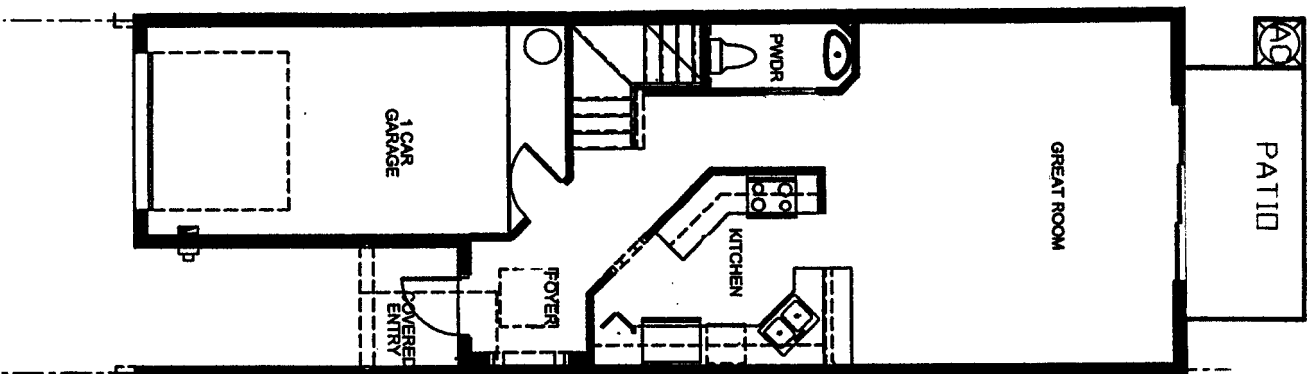
LOCATION MAP



NOTE: ALL PROPERTY NOT UNIT OR LIMITED COMMON  
ELEMENT ( L.C.E. ) IS INCLUDED AS COMMON ELEMENTS ( C.E. ).

<p>Landmark Surveying &amp; Mapping Inc. Suite 100, 1000 West Park Road, Richmond BC V6X 3A1 Phone (604) 433-2400 Fax (604) 433-2401 E-mail: info@landmarksurveying.com</p>	<p>DATE: 11/11/11 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>
<p>PROJECT: PIPER'S CAY A CONDOMINIUM</p>	<p>DATE: 11/11/11 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>





SCALE: 1" = 10'

**NOTES:**

1. ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND MAY BE SUBJECT TO CHANGE
2. INTERIOR AND EXTERIOR WALL WIDTHS VARY
3. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
4. INFORMATION SHOWN HEREON WAS PROVIDED BY ARCHITECT SCOTT BLAKESLEE DISHER AND ASSOCIATES, 2400 HIGH RIDGE ROAD, SUITE 100 BOYNTON BEACH, FL 33426
5. MODEL B SHOWN HEREON AS A RIGHT FRONT ENTRY. THE LEFT FRONT ENTRY NOT SHOWN IS A MIRROR IMAGE OF THIS MODEL.
6. DIMENSIONS SHOWN ON PAGES 4, 5 AND 6 APPLY TO THE UNIT DRAWINGS CONTAINED IN EXHIBITS 7 - 40 OF THIS EXHIBIT "A".
7. L.R. = LAUNDRY ROOM  
W.I.C. = WALK-IN CLOSET  
P.W.D.R. = POWDER ROOM  
A/C = AIR CONDITIONER/PAD

**EXHIBIT "A"**

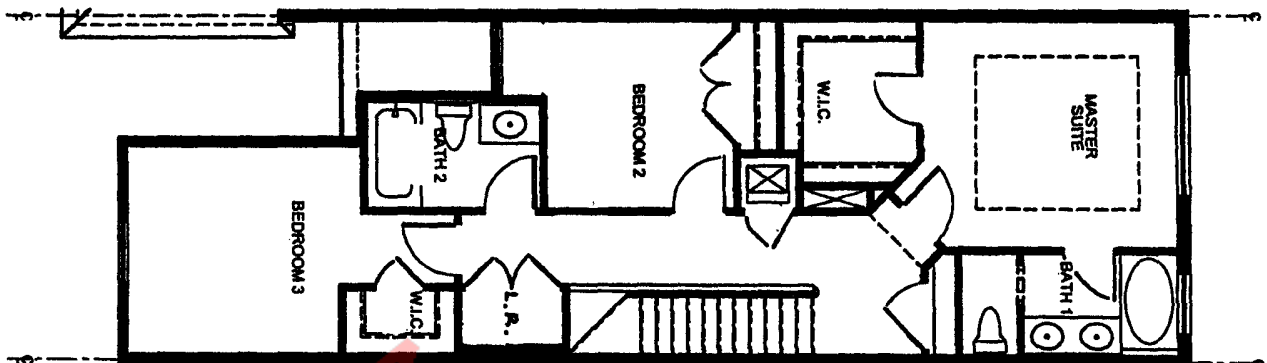
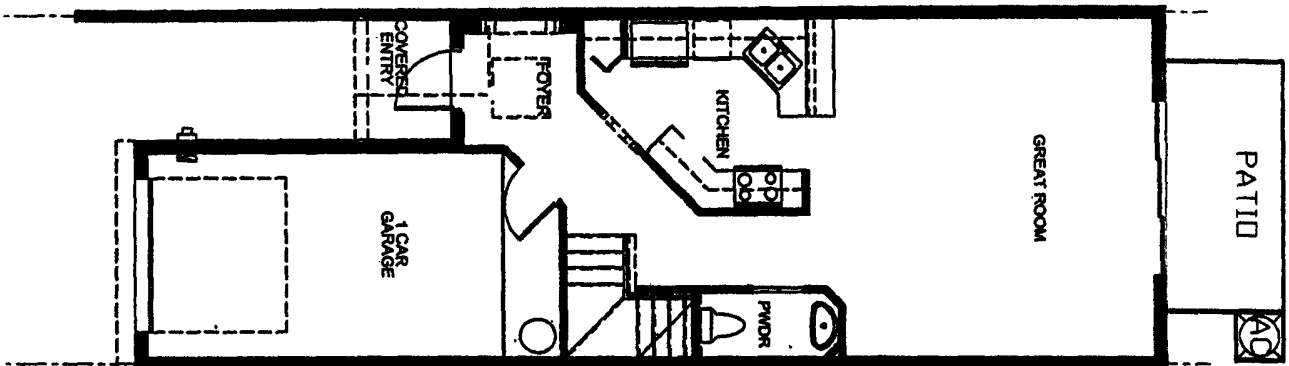


<b>Landmark Surveying &amp; Mapping Inc.</b>			
1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 433-3403			
PROJECT	N/A	DRAWING	J.T.
BOOK	N/A	DATE	SEP. 04
PAGE	N/A	CHECKER	C.P.
Ldg 4396		SCALE: 1" = 10'	
PLOT FILE 2629		CADD FILE R629PBD	

**PIPER'S CAY, A CONDOMINIUM  
FLOOR PLAN-MODEL "B" ST. CROIX**

JOB NO. 2629

SHEET NO. 5



SCALE: 1" = 10'

**NOTES:**

1. ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND MAY BE SUBJECT TO CHANGE
2. INTERIOR AND EXTERIOR WALL WIDTHS VARY
3. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
4. INFORMATION SHOWN HEREON WAS PROVIDED BY ARCHITECT SCOTT BLAKESLEE DISHER AND ASSOCIATES, 2400 HIGH RIDGE ROAD, SUITE 100 BOYNTON BEACH, FL 33426
5. MODEL B1 SHOWN HEREON AS A LEFT FRONT ENTRY. THE RIGHT FRONT ENTRY NOT SHOWN IS A MIRROR IMAGE OF THIS MODEL.
6. DIMENSIONS SHOWN ON PAGES 4, 5 AND 6 APPLY TO THE UNIT DRAWINGS CONTAINED IN EXHIBITS 7 - 40 OF THIS EXHIBIT "A".
7. L.R. = LAUNDRY ROOM  
W.I.C. = WALK-IN CLOSET  
P.WDR = POWDER ROOM  
A/C = AIR CONDITIONER/PAD

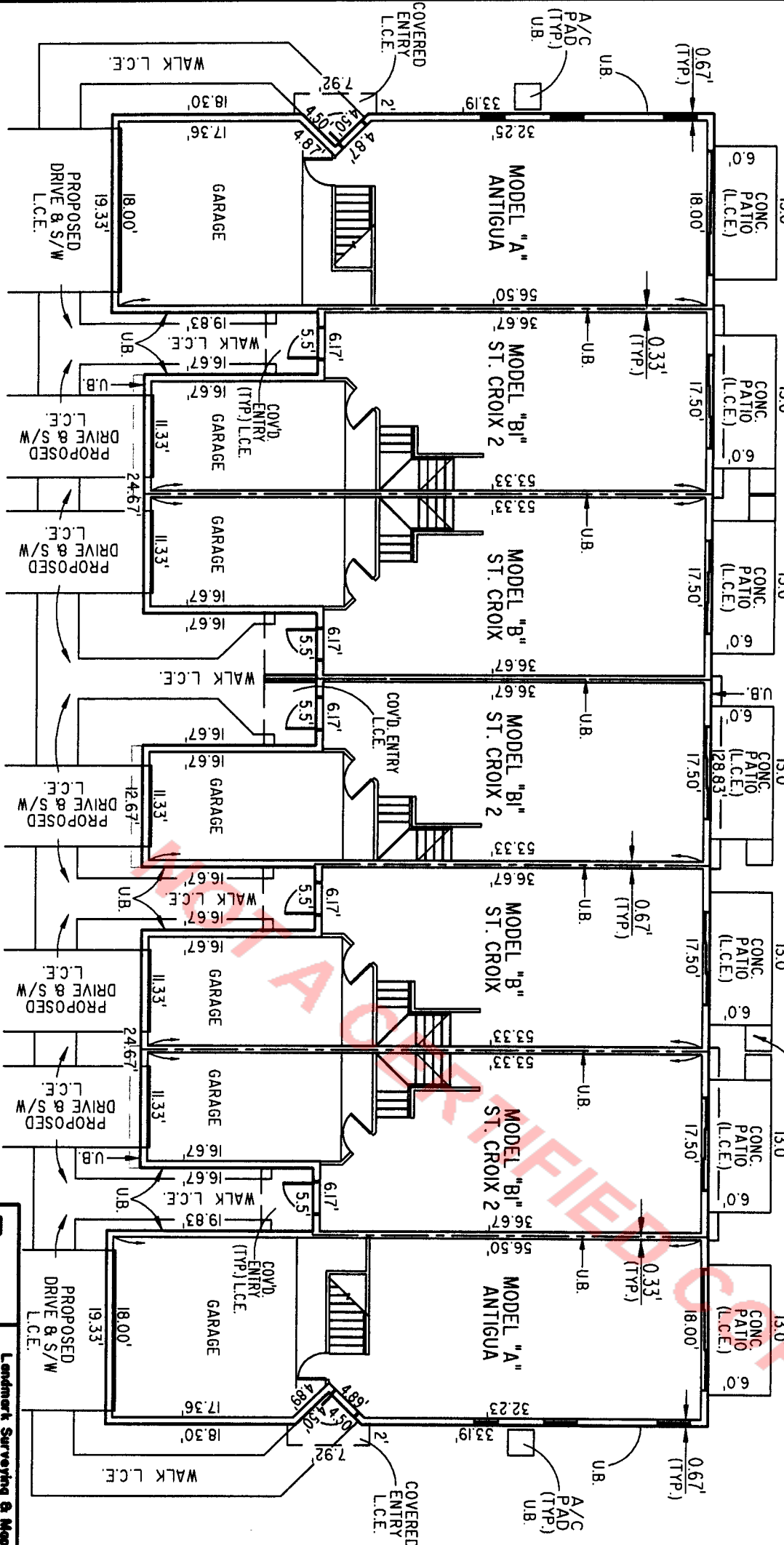
**EXHIBIT "A"**



<b>Landmark Surveying &amp; Mapping Inc.</b> 8550 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 433-9405			
PROJECT	N/A	DATE	2.7.
BOOK	N/A	DATE	SEP. 04
PAGE	N/A	CHECKED	C.P.
JOB NO. 2629		SHEET NO. 6	

**PIPER'S CAY, A CONDOMINIUM  
FLOOR PLAN-MODEL "B1" ST. CROIX 2**

EXHIBIT "A" TO THE DECLARATION  
**PIPER'S CAY A CONDOMINIUM**  
**7 UNIT BUILDING**  
**(1 ST FLOOR LEVEL)**



**FIRST FLOOR LEVEL**

- NOTES**
- 1) DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PROVIDED BY SCOTT BLAISE/LEE OSSEY & ASSOCIATES, 3400 HIGH RIDGE RD, SUITE 100 BOYTON BEACH, FL 33426, DATED JULY 26, 2004 (PH# 561-733-8800)
  - 2) ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929

- 3) THE UNIT BOUNDARY HORIZONTALLY EXTENDS TO EXTERIOR MASONRY WALLS AND TO THE CENTER OF THE PARTITION WALL BETWEEN THE UNITS. THE VERTICAL BOUNDARY EXTENDS UP FROM THE TOP OF THE FIRST FLOOR SLAB TO THE UNDERSIDE OF THE ROOF TRUSS.
- 4) FINISH FLOOR ELEVATION = 19.5 (REF. O.M. 1)  
 FINISH CEILING ELEVATION = 28.67

- LEGEND**
- L.C.E. = LIMITED COMMON ELEMENT
  - C.E. = COMMON ELEMENT
  - U.B. = UNIT BOUNDARY
  - (TYP.) = TYPICAL



**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE : (561) 433-5405

FILED: N/A	DRAWN: J.T.	SCALE: N.T.S.
BOOK: N/A	DATE: AUG. 04	PROJ. FILE: 2629
PAGE: N/A	CHECKED: C.S.P.	CAD/FILE: 2629-TUT

**PIPER'S CAY A CONDOMINIUM**  
**(UNIT BOUNDARIES)**

REV. 8/18/06 PER NEW FLOOR PLANS

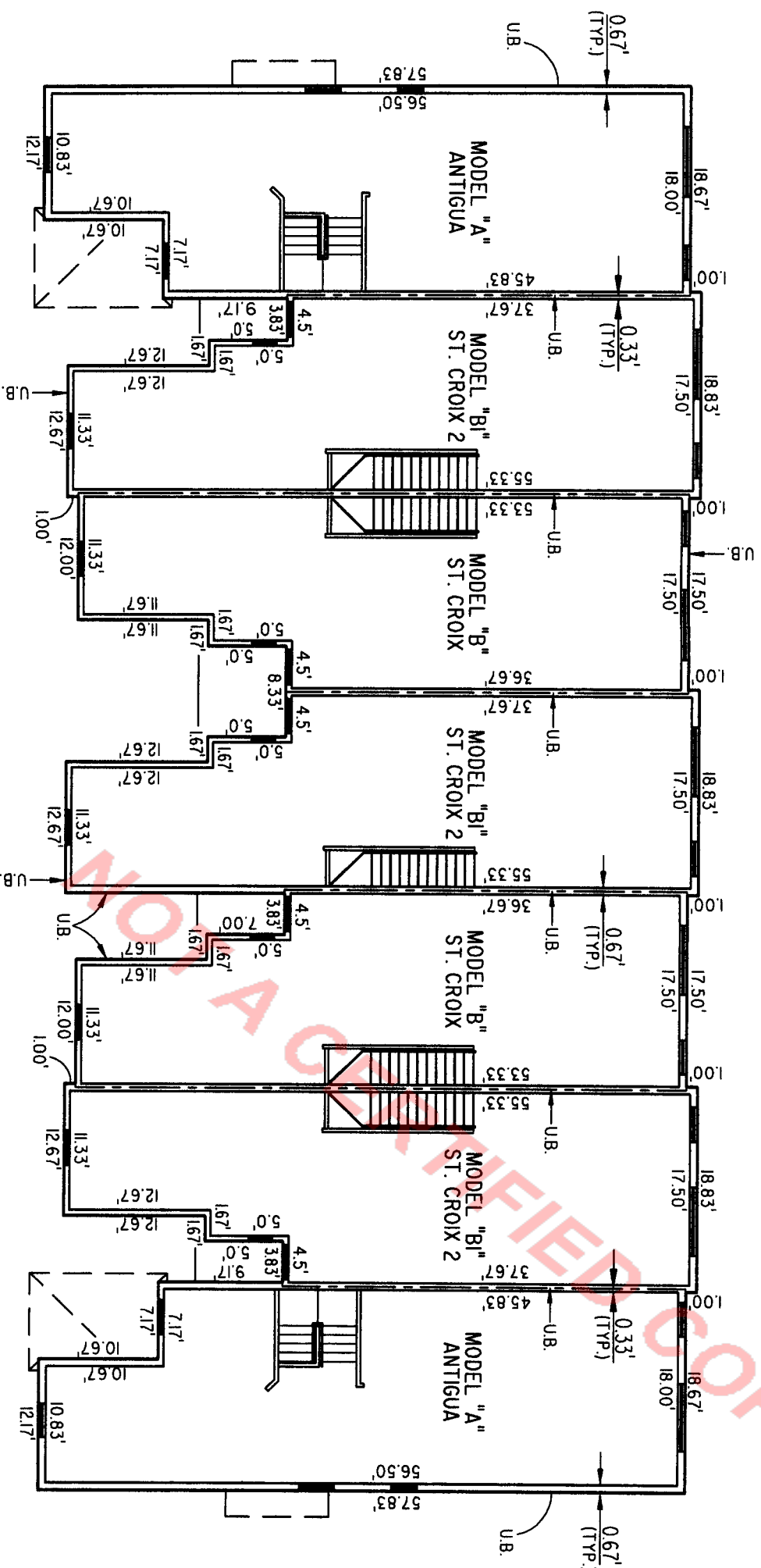
JOB NO. 2629

SHEET NO. 7

NOTE: ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED



EXHIBIT "A" TO THE DECLARATION  
PIPER'S CAY A CONDOMINIUM  
7 UNIT BUILDING  
(2 ND. FLOOR LEVEL)



NOTES

- 1) DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PROVIDED BY SCOTT BLAKESLEE DESIGNER & ASSOCIATES 2400 HIGH ROAD, SUITE 100, BOYTON BEACH, FL 33426, DATED JULY 26, 2004 (PH# 561-733-9800)
- 2) ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
- 3) THE UNIT BOUNDARY HORIZONTALLY EXTENDS TO EXTERIOR MASONRY WALLS AND TO THE CENTER OF THE PARTITION WALL BETWEEN THE UNITS. THE VERTICAL BOUNDARY EXTENDS UP FROM THE TOP OF THE FIRST FLOOR SLAB TO THE UNDERSIDE OF THE ROOF TRUSS.
- 4) FINISH FLOOR ELEVATION = 30.17  
FINISH CEILING ELEVATION = 39.33  
COFFERED CEILING ELEVATION = 40.33

SECOND FLOOR LEVEL

LEGEND

- L.C.E. = LIMITED COMMON ELEMENT  
C.E. = COMMON ELEMENT  
U.B. = UNIT BOUNDARY  
(TYP) = TYPICAL

NOTE: ALL IMPROVEMENTS SHOWN  
HEREON ARE PROPOSED



Landmark Surveying & Mapping Inc.

1850 FOREST HILL BOULEVARD, SUITE 100

WEST PALM BEACH, FL 33405

PHONE: (561) 433-9405

LB# 4396

FIELD: N/A

BOOK: N/A

PAGE: N/A

DRAWN: J.T.

DATE: AUG. 04

CHECKED: C.S.F.

SCALE: N.T.S.

PROJ. FILE: 2629

SHEET: 2629 - 7/1

PIPER'S CAY A CONDOMINIUM  
(UNIT BOUNDARIES)

REV. 8/18/06 PER NEW FLOOR PLANS

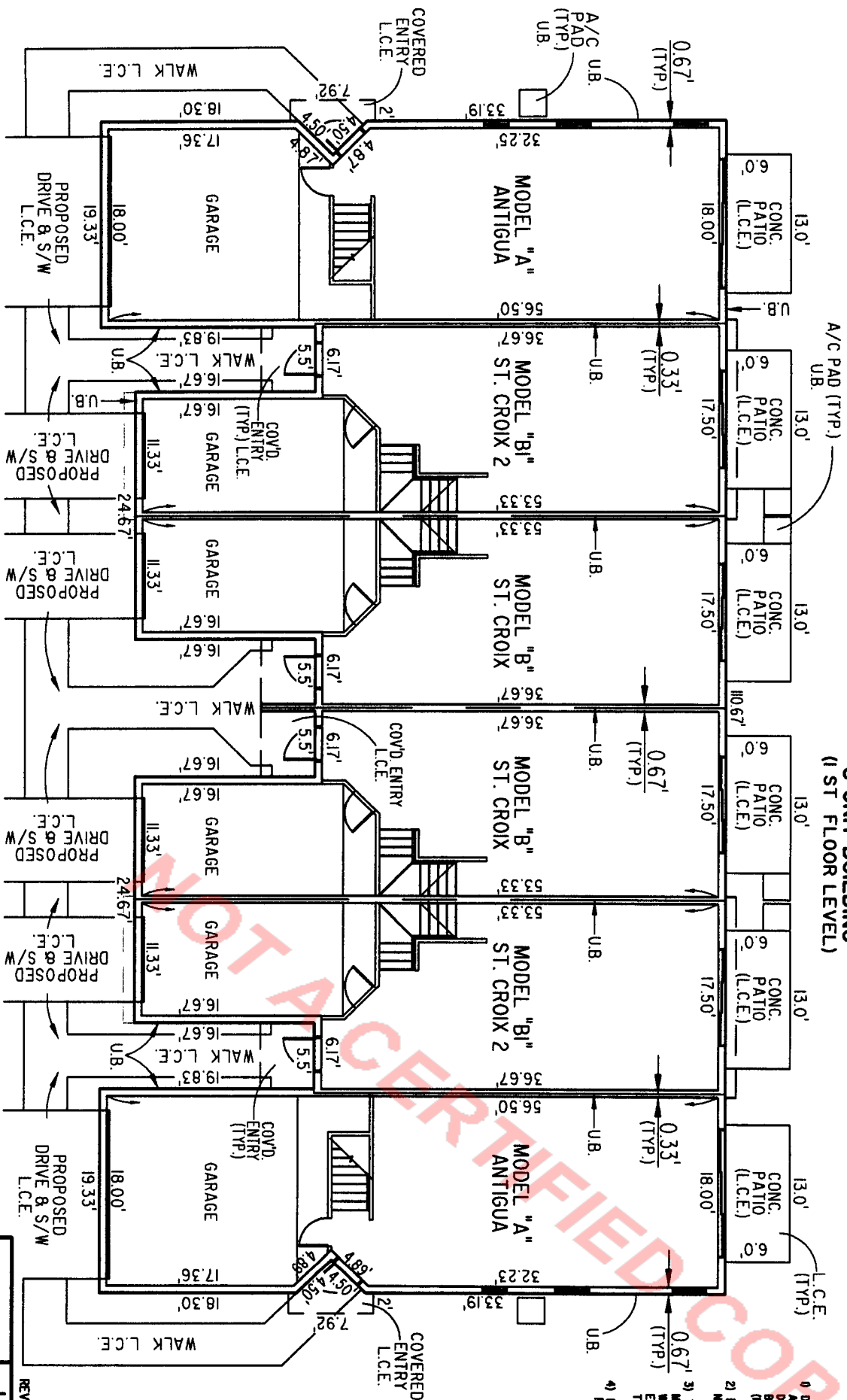
JOB NO. 2629

SHEET NO. 8



EXHIBIT "A" TO THE DECLARATION  
PIPER'S CAY A CONDOMINIUM  
6 UNIT BUILDING  
(1 ST. FLOOR LEVEL)

FIRST FLOOR LEVEL



NOTES

- 1) DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PROVIDED BY SCOTT BLAKESLEE FISHER & ASSOCIATES 2400 HIGH RIDGE RD. SUITE 100 BOYNTON BEACH, FL 33426. DATED JULY 26, 2004 (PH: 561-733-8800)
- 2) ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
- 3) THE UNIT BOUNDARY HORIZONTALLY EXTENDS TO EXTERIOR MASONRY WALLS AND TO THE CENTER OF THE PARTITION WALL BETWEEN THE UNITS. THE VERTICAL BOUNDARY EXTENDS UP FROM THE TOP OF THE FIRST FLOOR SLAB TO THE UNDERSIDE OF THE ROOF TRUSS.
- 4) FINISH FLOOR ELEVATION = 19.5 (REF. O.M.V.)  
FINISH CEILING ELEVATION = 28.67

LEGEND

- L.C.E. = LIMITED COMMON ELEMENT  
C.E. = COMMON ELEMENT  
U.B. = UNIT BOUNDARY  
(TYP.) = TYPICAL

REV. 8/18/06 PER NEW FLOOR PLANS



Landmark Surveying & Mapping Inc.  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

PROJECT:	LB# 4396	DRAWN:	J.T.	SCALE:	N.T.S.
BOOK:	N/A	DATE:	AUG 04	PROJ. FILE:	2629
PAGE:	N/A	CHECKED:	C.J.P.	CADFILE:	2629_01.D

PIPER'S CAY A CONDOMINIUM  
(UNIT BOUNDARIES)

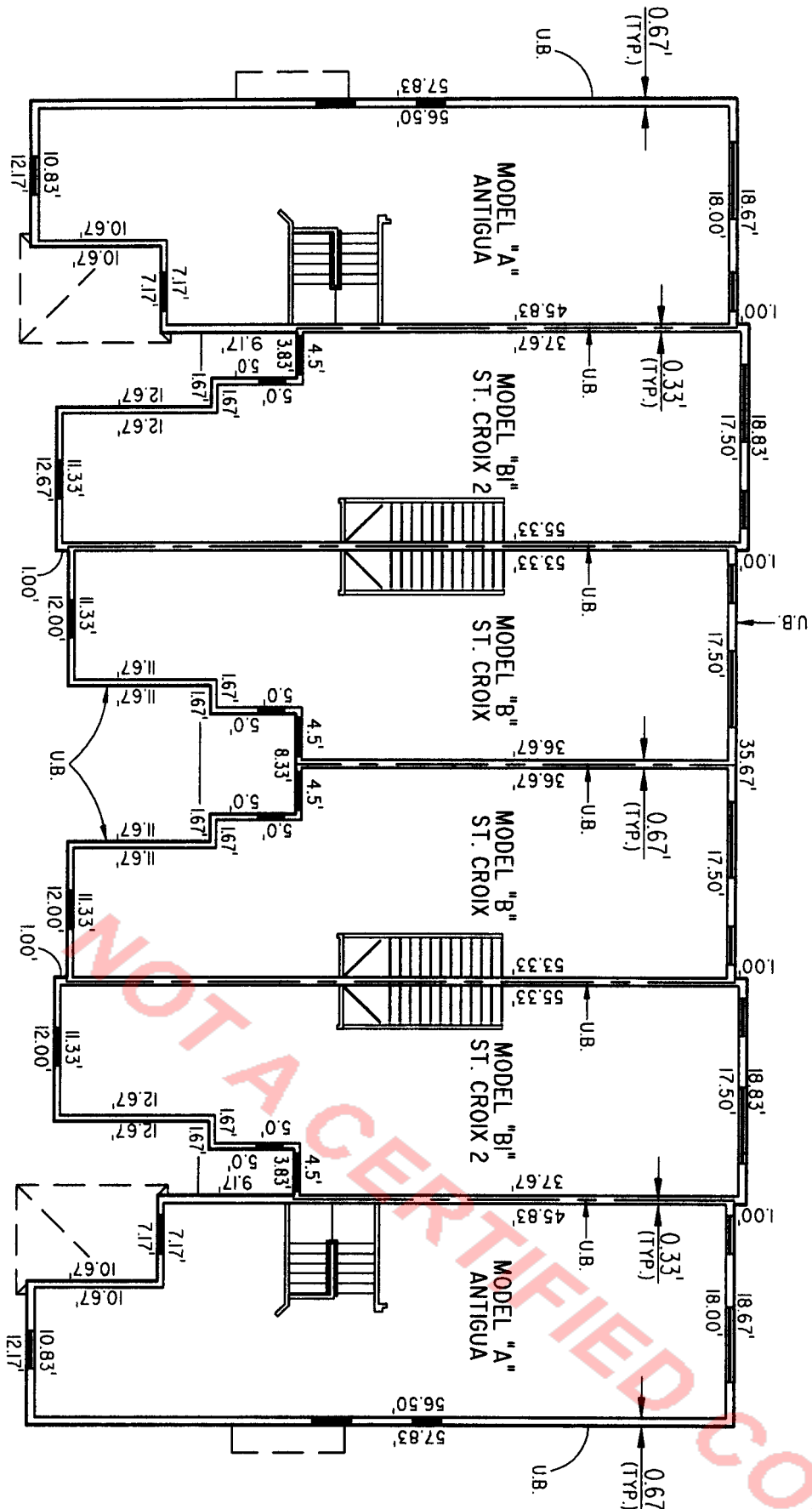
JOB NO. 2629

SHEET NO.

9

NOTE: ALL IMPROVEMENTS SHOWN  
HEREON ARE PROPOSED

EXHIBIT "A" TO THE DECLARATION  
**PIPER'S CAY A CONDOMINIUM**  
**6 UNIT BUILDING**  
 (2 ND. FLOOR LEVEL)



**NOTES**

- 1) DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PROVIDED BY SCOTT BLAKESLEE DESIGN & ASSOCIATES 2400 HIGH WIDE RD. SUITE 100 BOFTON BEACH, FL 33426. DATED JULY 26, 2004 (PHG 586-733-8800)
- 2) ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
- 3) THE UNIT BOUNDARY HORIZONTALLY EXTENDS TO EXTERIOR MASONRY WALLS AND TO THE CENTER OF THE PARTITION WALL BETWEEN THE UNITS. THE VERTICAL BOUNDARY EXTENDS UP FROM THE TOP OF THE FIRST FLOOR SLAB TO THE UNDERSIDE OF THE ROOF TRUSSES.
- 4) FINISH FLOOR ELEVATION = 30.17  
 FINISH CEILING ELEVATION = 39.33  
 CONFIRMED CEILING ELEV. = 40.33

**SECOND FLOOR LEVEL**

NOTE: ALL IMPROVEMENTS SHOWN  
 HEREON ARE PROPOSED



**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE : (561) 433-5405

FILED: N/A	DRAWN: J.T.	SCALE: N.T.S.
BOOK: N/A	DATE: AUG. 04	PLOT FILE 2629
PAGE: N/A	CHECKED: C.J.P.	CORRECTED 2629_04T

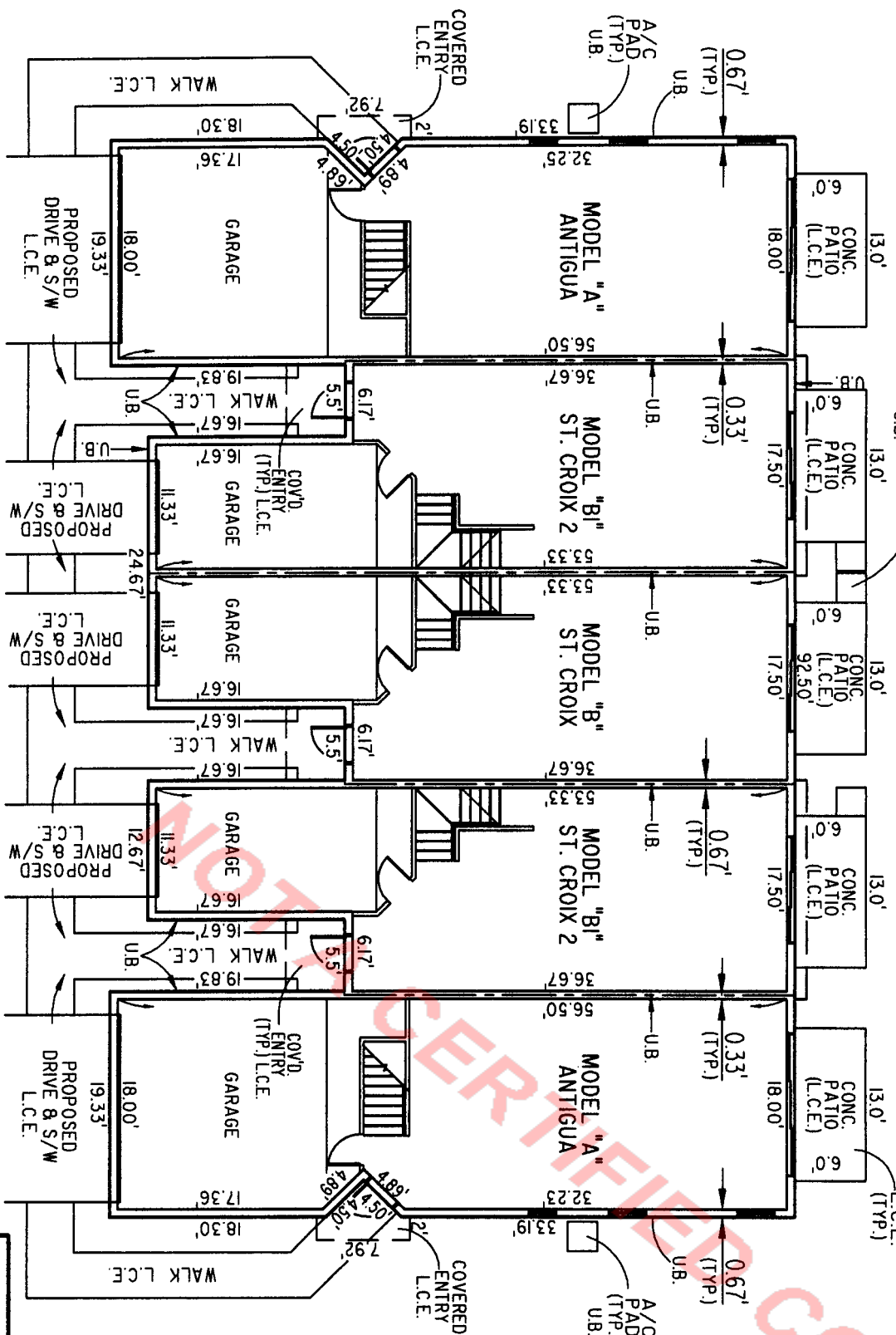
**PIPER'S CAY A CONDOMINIUM**  
**(UNIT BOUNDARIES)**

JOB NO. 2629

SHEET NO. 10

REV. 8/18/06 PER NEW FLOOR PLANS

EXHIBIT "A" TO THE DECLARATION  
PIPER'S CAY A CONDOMINIUM  
5 UNIT BUILDING  
(1 ST FLOOR LEVEL)



FIRST FLOOR LEVEL

NOTES

- 1) DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PROVIDED BY SCOTT BLAKESLEE DUSHER & ASSOCIATES 2400 HIGH RIDGE RD. SUITE 200 BOYTON BEACH, FL 33426. DATED JULY 26, 2004 (PMF 56-733-8800)
- 2) ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
- 3) THE UNIT BOUNDARY HORIZONTALLY EXTENDS TO EXTERIOR MASONRY WALLS AND TO THE CENTER OF THE PARTITION WALL BETWEEN THE UNITS. THE VERTICAL BOUNDARY EXTENDS UP FROM THE TOP OF THE FIRST FLOOR SLAB TO THE UNDERSIDE OF THE ROOF TRUSS.
- 4) FINISH FLOOR ELEVATION = 19.5 (REF. ONLY)  
FINISH CEILING ELEVATION = 28.67

LEGEND

L.C.E. = LIMITED COMMON ELEMENT  
C.E. = COMMON ELEMENT  
U.B. = UNIT BOUNDARY  
(TYP.) = TYPICAL

REV. 8/18/06 PER NEW FLOOR PLANS



**Landmark Surveying & Mapping Inc.**  
850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

PROJECT:	W/A	DRAWN:	J.T.	SCALE:	N.T.S.
BOOK:	W/A	DATE:	AUG. 04	PROJ. FILE:	2629
PAGE:	W/A	CHECKED:	C.S.P.	CAD/DTE:	2629_SUT

NOTE: ALL IMPROVEMENTS SHOWN  
HEREON ARE PROPOSED

PIPER'S CAY A CONDOMINIUM  
(UNIT BOUNDARIES)

JOB NO. 2629

SHEET NO. 11

- 1) DIMENSIONS SHOWN HEREON ARE BASED UPON THE ARCHITECTURAL PLANS PROVIDED BY SCOTT BLANESLEE BOSTER & ASSOCIATES, 3400 HIGH RIDGE RD, SUITE 100 BOYTON BEACH, FL 33428. DATED JULY 26, 2004 (PH# 561-753-8800)
- 2) ELEVATIONS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM 1929
- 3) THE UNIT BOUNDARY HORIZONTALLY EXTENDS TO EXTERIOR MASONRY WALLS AND TO THE CENTER OF THE PARTITION WALL BETWEEN THE UNITS. THE VERTICAL BOUNDARY EXTENDS UP FROM THE TOP OF THE FIRST FLOOR SLAB TO THE UNDERSIDE OF THE ROOF TRUSS.
- 4) FINISH FLOOR ELEVATION = 30.17  
FINISH CEILING ELEVATION = 39.33  
COFFERED CEILING ELEV. = 40.33



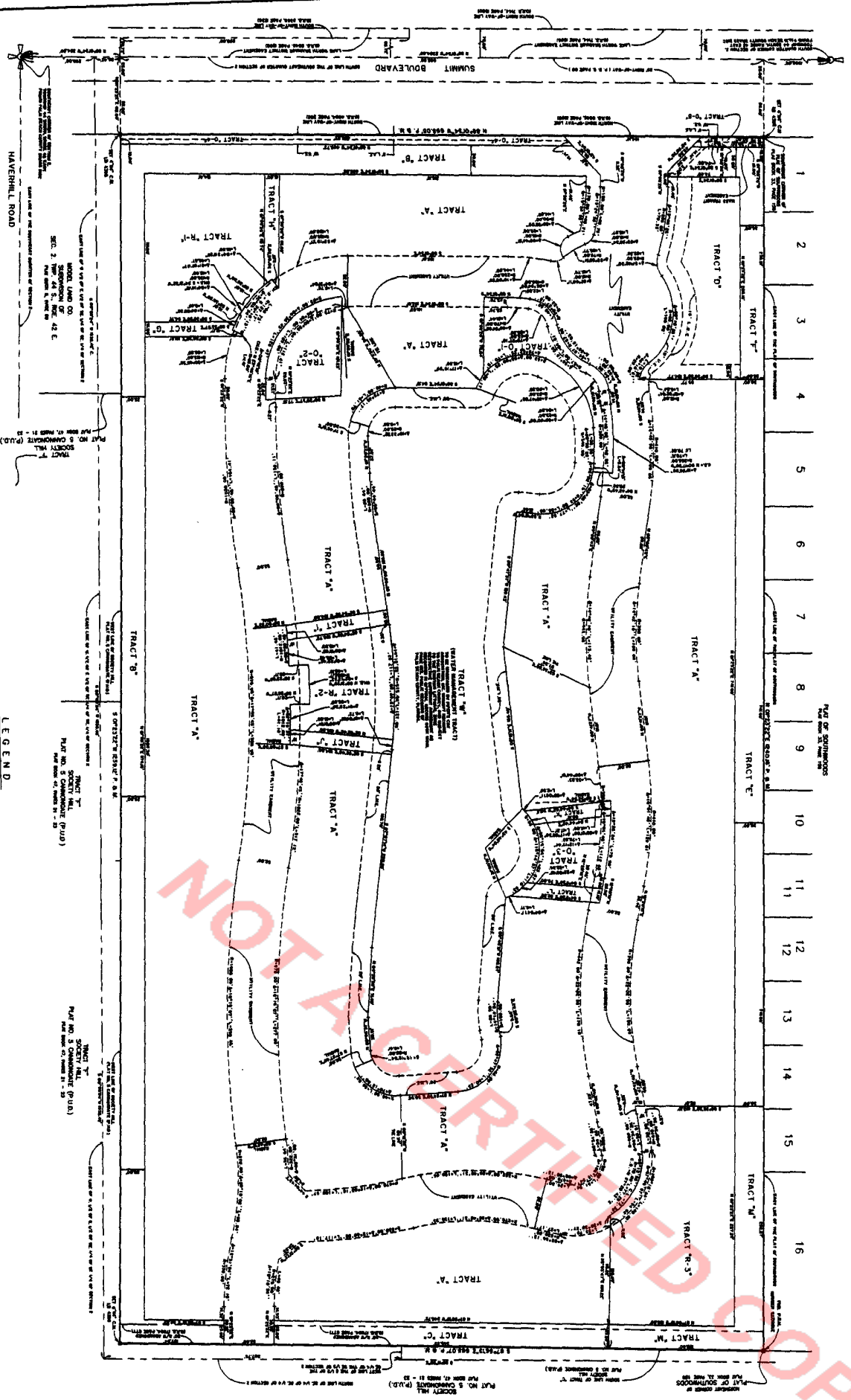
## SECOND FLOOR LEVEL

**NOTE: ALL IMPROVEMENTS SHOWN  
HEREON ARE PROPOSED**

**JOB NO. 2629**

**SHEET NO. 12**

10/10/2003 10:00 AM 10/10/2003 10:00 AM 10/10/2003 10:00 AM



LEGEND

- PLAT NO. 1
- PLAT NO. 2
- PLAT NO. 3
- PLAT NO. 4
- PLAT NO. 5
- PLAT NO. 6
- PLAT NO. 7
- PLAT NO. 8
- PLAT NO. 9
- PLAT NO. 10
- PLAT NO. 11
- PLAT NO. 12
- PLAT NO. 13
- PLAT NO. 14
- PLAT NO. 15
- PLAT NO. 16

CERTIFIED TO: [Signature]  
DATE: 10/10/2003  
(LAST FIELD DATE)  
DATE: 10/10/2003  
(SUBMITTING DATE)

PIPER'S CAY, A CONDOMINIUM  
(BOUNDARY SURVEY)

PROJECT	DATE	BY	REVIEWED
PIPER'S CAY, A CONDOMINIUM	10/10/2003	[Signature]	[Signature]
(BOUNDARY SURVEY)			

NOT A CERTIFIED COPY

LEGAL DESCRIPTION  
PLAT OF SUBDIVISION  
PLAT NO. 1 OF SUBDIVISION  
PLAT NO. 2 OF SUBDIVISION  
PLAT NO. 3 OF SUBDIVISION  
PLAT NO. 4 OF SUBDIVISION  
PLAT NO. 5 OF SUBDIVISION  
PLAT NO. 6 OF SUBDIVISION  
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PLAT NO. 12 OF SUBDIVISION  
PLAT NO. 13 OF SUBDIVISION  
PLAT NO. 14 OF SUBDIVISION  
PLAT NO. 15 OF SUBDIVISION  
PLAT NO. 16 OF SUBDIVISION

TOGETHER WITH:  
PLAT NO. 1 OF SUBDIVISION  
PLAT NO. 2 OF SUBDIVISION  
PLAT NO. 3 OF SUBDIVISION  
PLAT NO. 4 OF SUBDIVISION  
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PLAT NO. 14 OF SUBDIVISION  
PLAT NO. 15 OF SUBDIVISION  
PLAT NO. 16 OF SUBDIVISION

TOGETHER WITH:  
PLAT NO. 1 OF SUBDIVISION  
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PLAT NO. 13 OF SUBDIVISION  
PLAT NO. 14 OF SUBDIVISION  
PLAT NO. 15 OF SUBDIVISION  
PLAT NO. 16 OF SUBDIVISION



S.W. CORNER OF THE PLAT  
4" X 4" CONC. MONUMENT  
LB. 4396

PLAT OF SOUTHWOODS  
PLAT BOOK 33, PAGE 136

N 0°23'22" E 1240.16'

EAST LINE OF PLAT OF SOUTHWOODS

TRACT "F"

30' LANDSCAPE BUFFER EASEMENT

TRACT "E"

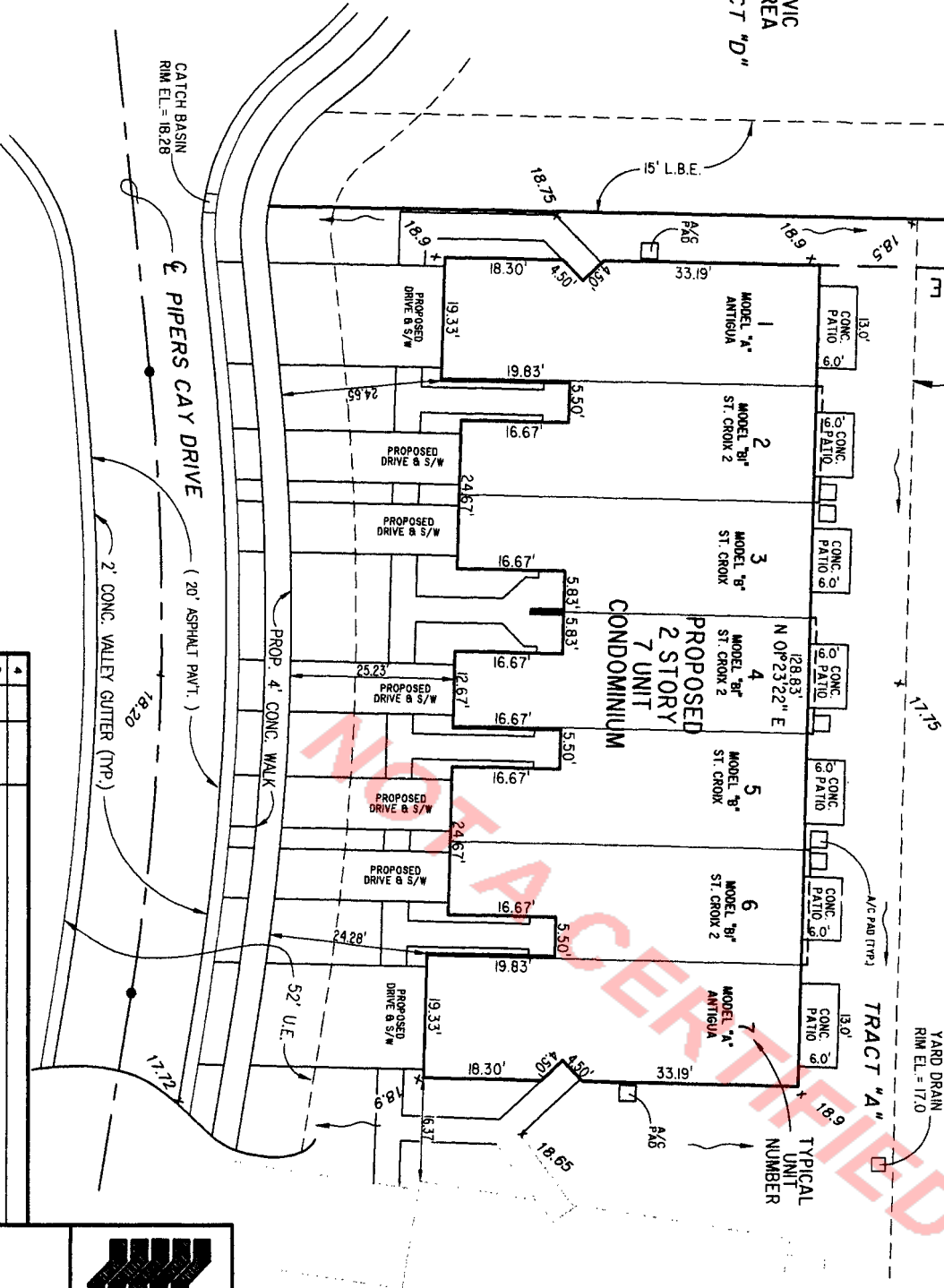
YARD DRAIN  
RIM EL. = 17.0

SUMMIT BLVD.

CIVIC  
AREA  
TRACT "D"

PROPOSED  
2 STORY  
7 UNIT  
CONDOMINIUM

TYPICAL  
UNIT  
NUMBER



- LEGEND
- 1. REMAINING CONTROL POINT
  - 2. REMAINING REFERENCE MONUMENT
  - 3. REMAINING MONUMENT
  - 4. REMAINING MONUMENT
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  - 99. REMAINING MONUMENT
  - 100. REMAINING MONUMENT

LEGAL DESCRIPTION  
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT  
BOOK 106, PAGES 168-171, OF THE PUBLIC  
RECORDS, PALM BEACH COUNTY, FLORIDA.

- SURVEYOR'S NOTES :
- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
  - 2) NO BELOW GROUND UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
  - 3) BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF PLAT OF SOUTHWOODS, HAVING A ASSUMED BEARING OF N 0°23'22" E.
  - 4) ALL BEARINGS ARE RELATIVE TO SAID LINE.
  - 5) PROPERTY LIES WITHIN FLOOD ZONE B
  - 6) PROPOSED FINISHED FLOOR ELEV. = 19.40
  - 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1983.
  - 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

NOTE: ALL IMPROVEMENTS, EASEMENTS  
AND DIMENSIONING ARE PROPOSED  
AND MAY BE SUBJECT TO CHANGE

CERTIFIED TO: PIPER'S CAY, LLC.

SIGNATURE DATED: 2/16/06

DATE OF LAST FIELD WORK: 8/16/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE  
OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE : (561) 433-5405

LB# 4396

FIELD: D.D.	DRAWN: J.T.	SCALE: 1" = 20'
BOOK: 491	DATE: SEP. 04	POL. FILE 2629
PAGE: 8	CHECKED: C.P.	CADFILE 2629 ABOI

SURVEY AND PLOT PLAN  
UNITS 1-7

PIPER'S CAY, A CONDOMINIUM

NO.	BY	DATE	REVISIONS
1	J.T.	2/16/06	REVISED BUILDING DIMENSIONS
2			
3			
4			

JOB NO. 2629

SHEET NO. 14



PLAT OF SOUTHWOODS  
PLAT BOOK 33, PAGE 158

N 0°23'22" E 1240.16'

N 0°23'22" E  
404.03'

S.W. CORNER OF THE PLAT  
4" X 4" CONC. MONUMENT  
LB #4396

TRACT "E"  
30' LANDSCAPE BUFFER EASEMENT  
(NOT TO SCALE)

EAST LINE OF PLAT OF SOUTHWOODS

SUMMIT BLVD.

TRACT "A"

YARD DRAIN  
RIM EL. = 17.0

TYPICAL  
UNIT  
NUMBER

MODEL "A"  
ANTIGUA

MODEL "B"  
ST. CROIX 2

MODEL "B"  
ST. CROIX

MODEL "B"  
ST. CROIX 2

MODEL "B"  
ST. CROIX

MODEL "B"  
ST. CROIX

MODEL "B"  
ST. CROIX

MODEL "B"  
ST. CROIX

MODEL "A"  
ANTIGUA

PROPOSED  
2 STORY  
7 UNIT  
CONDOMINIUM

PROPOSED  
DRIVE B S/W

PROPOSED  
DRIVE B S/W

PROPOSED  
DRIVE B S/W

PROPOSED  
DRIVE B S/W

PROPOSED  
DRIVE B S/W

PROPOSED  
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PROPOSED  
DRIVE B S/W

PROPOSED  
DRIVE B S/W

PROPOSED  
DRIVE B S/W

NOTE: ALL IMPROVEMENTS, EASEMENTS  
AND DIMENSIONING ARE PROPOSED  
AND MAY BE SUBJECT TO CHANGE

PROP. 4' CONC. WALK  
20' ASPHALT PAVT.  
PIPER'S CAY DRIVE  
CATCH BASIN  
RIM EL. = 17.14  
2' CONC. VALLEY GUTTER (TYP.)

LEGAL DESCRIPTION

PLAT OF PIPER'S CAY, AS RECORDED IN PLAT  
BOOK 106, PAGES 168-171, OF THE PUBLIC  
RECORDS, PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THE OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF PLAT OF SOUTHWOODS, HAVING A ASSUMED BEARING OF N 0°23'22" E.
- 4) ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 5) PROPERTY LIES WITHIN FLOOD ZONE B
- 6) 100 YEAR FLOOD ELEV. = 18.50
- 7) PROPOSED FINISHED FLOOR ELEV. = 18.80
- 8) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1955.
- 9) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

CERTIFIED TO: PIPER'S CAY, L.L.C.

SIGNATURE DATED: 2/16/06

DATE OF LAST FIELD WORK: 8/16/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE  
OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.



Landmark Surveying & Mapping Inc.  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

PROJECT: LB# 4396  
FIELD D.D.:  
BOOK: 491  
PAGE: 8  
DRAWN: J.T.  
DATE: SEP. 04  
CHECKED: C.P.  
SCALE: 1" = 20'  
PROJ. FILE: 2629  
CADD FILE: 2629 008

SURVEY AND PLOT PLAN  
UNITS 8-14

PIPER'S CAY, A CONDOMINIUM

JOB NO. 2629 SHEET NO. 15





829.48'

### 30. LANDSCAPE BUFFER EASEMENT

TRACT "A"  
9:4

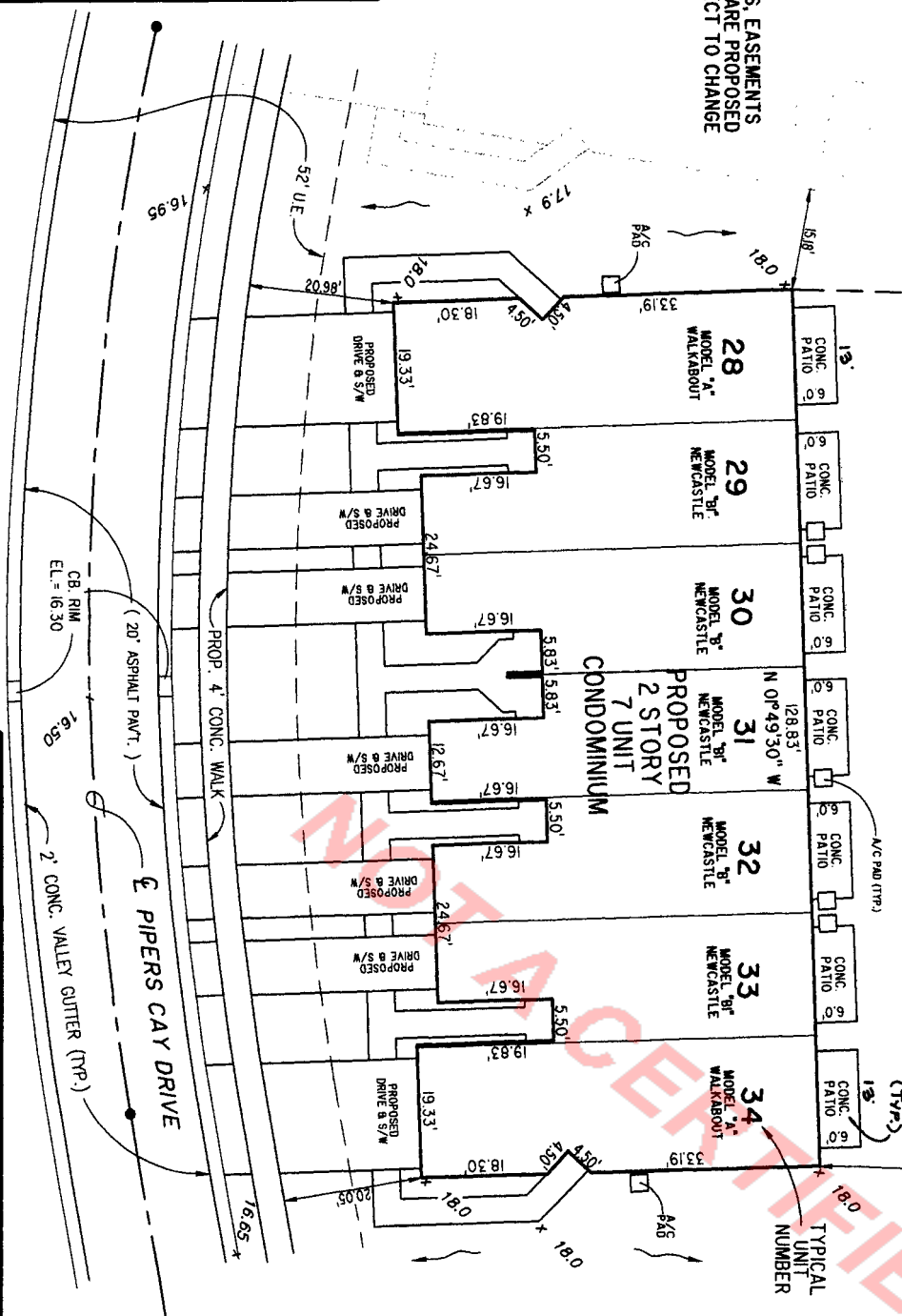
YARD DRAIN  
RIM EL. = 17.0

YARD DRAIN  
RIM EL. = 17.00

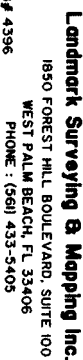
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SUBSURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3.) BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF PLAT OF SOUTHWOODS, HAVING A ASSUMED BEARING OF N 0°P23'22"E.
- ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4.) PROPERTY LIES WITHIN FLOOD ZONE 8
- 5.) 100 YEAR FLOOD ELEV. = 18.50
- 6.) PROPOSED FINISHED FLOOR ELEV. =18.50
- 7.) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929.
- 8.) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

**NOTE: ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE**

[illegible]

4			
3			
2			
1	J.T.	2/7/06	REVISED BUILDING DIMENSIONS
NO.	BY	DATE	REVISIONS



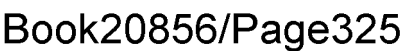
FIELD: D.D.	DRAWN: R.A.B.	SCALE: 1" = 20'
BOOK: 491	DATE: SEP. 04	PROJ FILE 2629
PAGE: 8	CHECKED: C.P.	CADD FILE 2629AB28

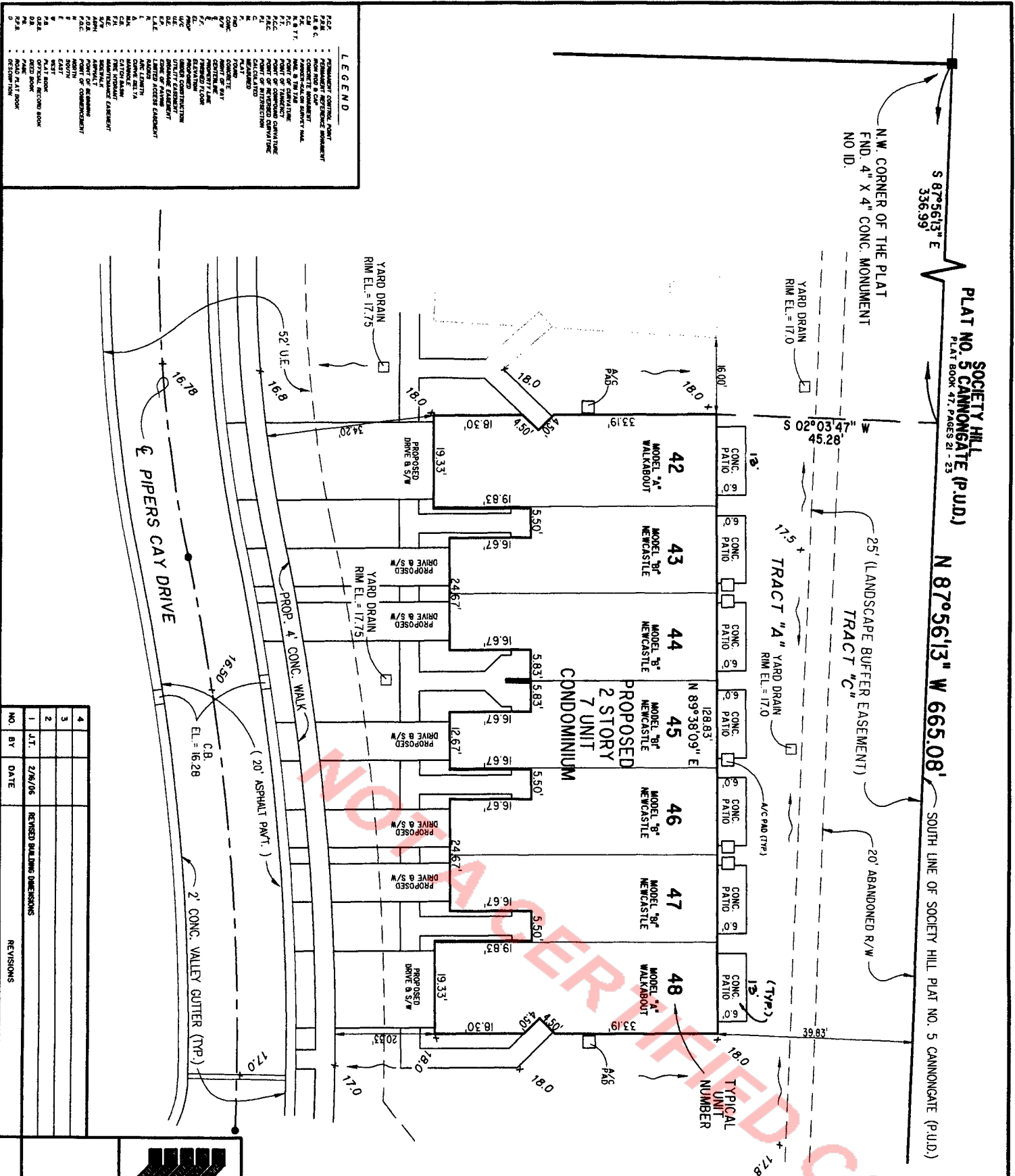
**UNITS 28-34**

## PIPER'S CAY, A CONDOMINIUM

SHEET NO.







**LEGAL DESCRIPTION**  
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

- SURVEYOR'S NOTES:**
- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
  - 2) NO BELOW GROUND UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THE OFFICE.
  - 3) BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF PLAT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.), HAVING AN ASSUMED BEARING OF N 87°56'13" W. ALL BEARINGS ARE RELATIVE TO SAID LINE.
  - 4) PROPERTY LIES WITHIN FLOOD ZONE: B
  - 5) 100 YEAR FLOOD ELEV. = 18.50
  - 6) PROPOSED FINISHED FLOOR ELEV. = 18.50
  - 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1983.
  - 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

**NOTE:** ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE

CERTIFIED TO: WYNDHAM PARK III, LLC

SIGNATURE DATED: 2/16/06 8/16/04

DATE OF LAST FIELD WORK: 8/16/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

**Landmark Surveying & Mapping Inc.**  
1650 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

FIELD: D.D.  
BOOK: 491  
PAGE: 9

DRAWN: R.A.B.  
DATE: SEP. 04  
CHECKED: C.P.

SCALE: 1" = 20'  
PROJ FILE: 2629  
CADD FILE: 2629AB42

NO.	BY	DATE	REVISIONS
1	J.T.	2/6/06	REVISED BUILDING DIMENSIONS
2			
3			
4			

**PIPEY'S CAY, A CONDOMINIUM**

**UNITS 42-48**

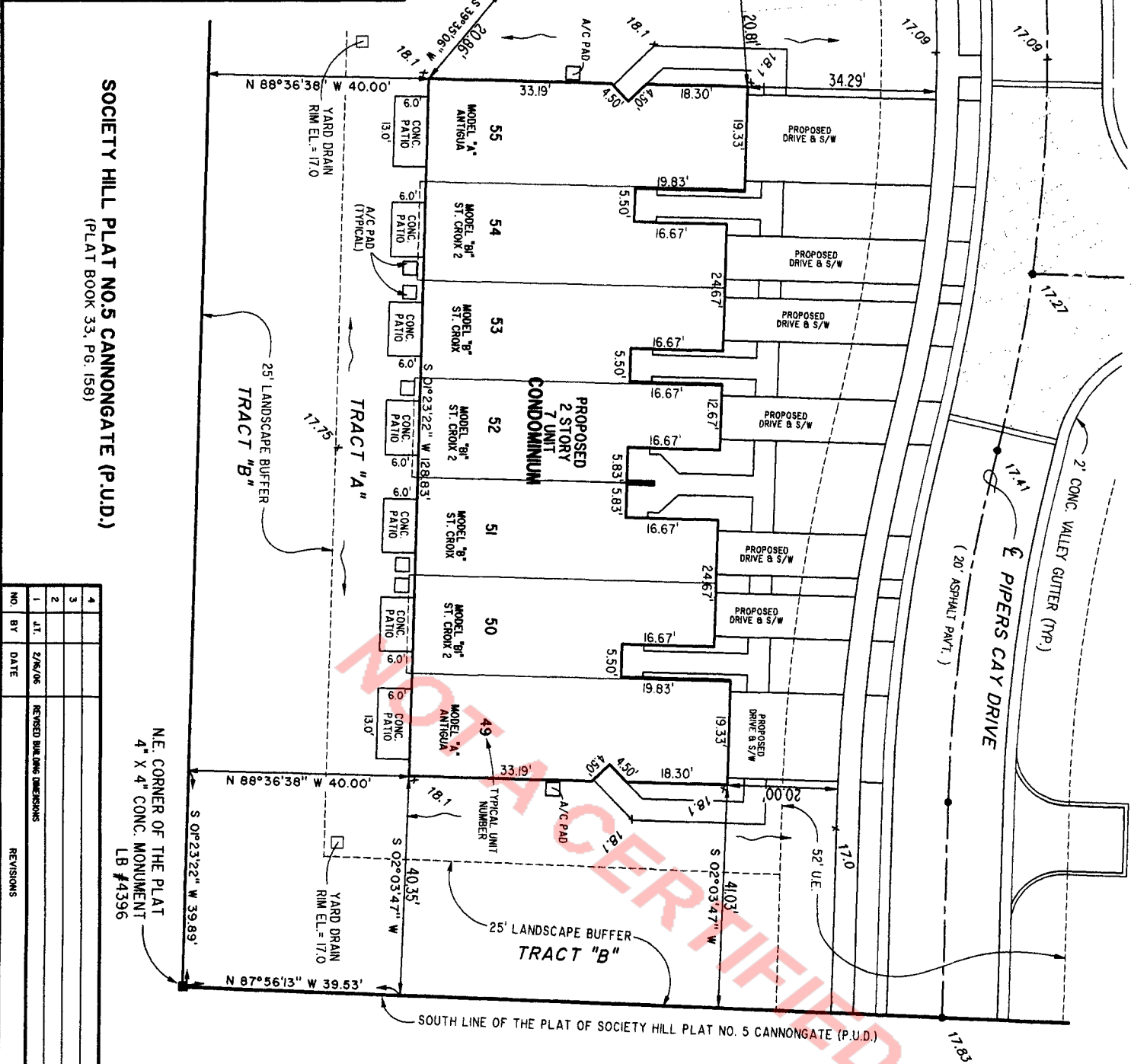
**SURVEY AND PLOT PLAN**

JOB NO. 2629

SHEET NO. 20



SYMBOL	DESCRIPTION
1	PROPOSED DRIVE & S/W
2	PROPOSED DRIVE & S/W
3	PROPOSED DRIVE & S/W
4	PROPOSED DRIVE & S/W
5	PROPOSED DRIVE & S/W
6	PROPOSED DRIVE & S/W
7	PROPOSED DRIVE & S/W
8	PROPOSED DRIVE & S/W
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96	PROPOSED DRIVE & S/W
97	PROPOSED DRIVE & S/W
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100	PROPOSED DRIVE & S/W



**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE : (561) 433-9405

FIELD D.D. \_\_\_\_\_ DATE: \_\_\_\_\_ SCALE: 1" = 20'

BOOK: 491 \_\_\_\_\_ CHECKED: C.S.P. \_\_\_\_\_ CADFILE: 2629A449

**SURVEY AND PLOT PLAN**

**UNITS 49-55**

**PIPER'S CAY, A CONDOMINIUM**

JOB NO. 2629

SHEET NO. 21

**LEGAL DESCRIPTION**

PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

**SURVEYOR'S NOTES :**

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SUBSURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF PLAT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.), HAVING AN ASSUMED BEARING OF S 02°23'22" W ALL BEARINGS ARE RELATIVE TO SAND LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE B
- 5) 100 YEAR FLOOD ELEV. - 18.50
- 6) PROPOSED FINISHED FLOOR ELEV. - 18.60
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1983.
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED
- 9) ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE.

**CERTIFIED TO:** PIPER'S CAY, LLC.

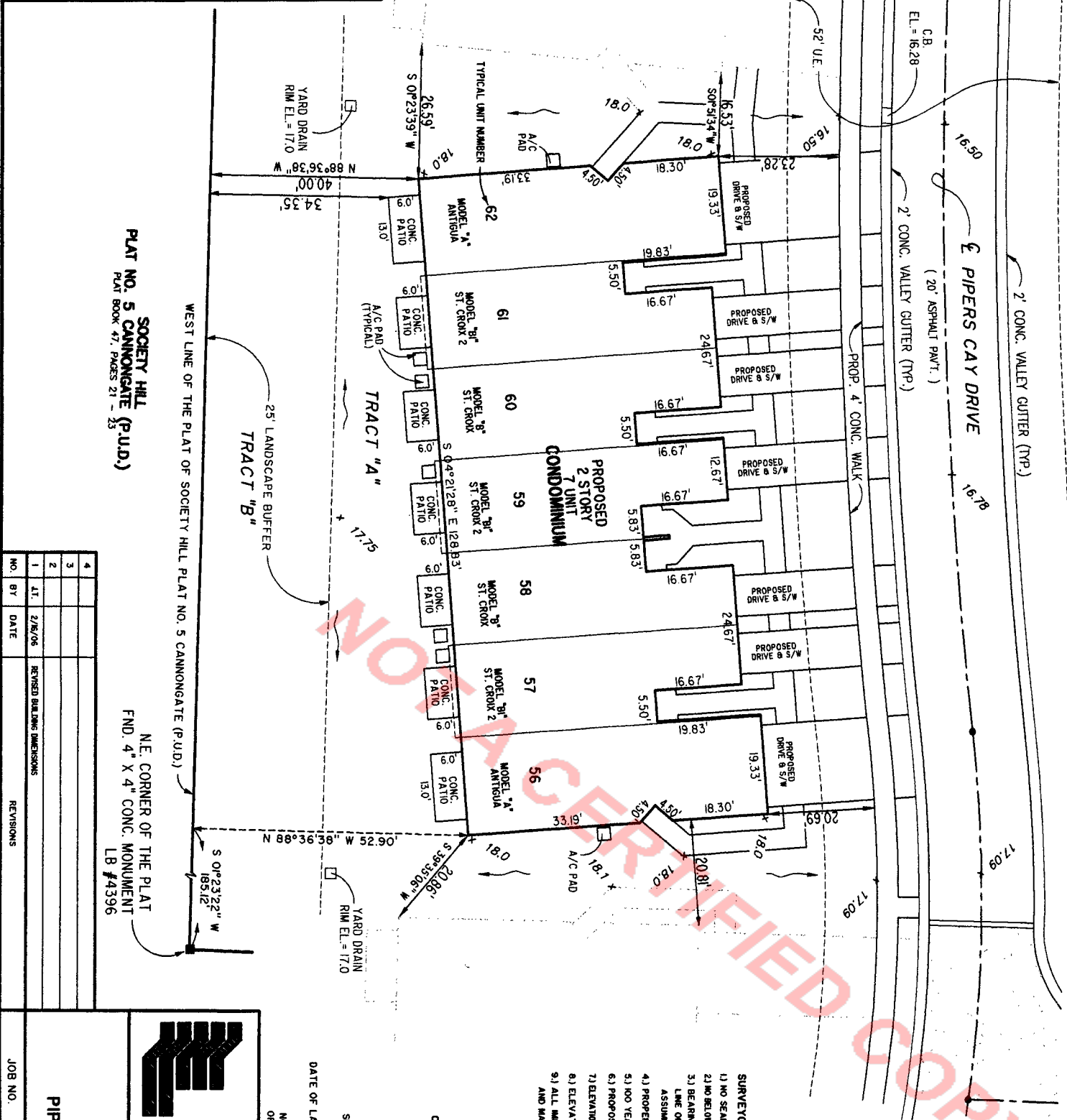
**SIGNATURE DATED:** 8/6/04

*[Signature]*

**DATE OF LAST FIELD WORK:** 8/6/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

LEGEND
1. A.C. PAD
2. A.C. PAD
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6. A.C. PAD
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94. A.C. PAD
95. A.C. PAD
96. A.C. PAD
97. A.C. PAD
98. A.C. PAD
99. A.C. PAD
100. A.C. PAD



**LEGAL DESCRIPTION**

PLAT OF PIPERS CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

**SURVEYOR'S NOTES:**

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SUBSURFACE ENCROACHMENTS WERE LOCATED BY THE OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE LINE OF PLAT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.), HAVING AN ASSUMED BEARING OF S0°23'22"W ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE B
- 5) 100 YEAR FLOOD ELEV. - 18.50
- 6) PROPOSED FINISHED FLOOR ELEV. - 18.50
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929.
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED
- 9) ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE.

**CERTIFIED TO:** PIPERS CAY, L.L.C.

**SIGNATURE DATED:** 2/16/04

**DATE OF LAST FIELD WORK:** 8/16/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

**Landmark Surveying & Mapping Inc.**  
 1850 FOREST HILL BOULEVARD, SUITE 100  
 WEST PALM BEACH, FL 33406  
 PHONE: (561) 433-5405

LB# 4396  
 FIELD D.D.  
 BOOK: 491  
 PAGE: 8  
 DATE: SEPT. 04  
 CHECKED: C.S.P.  
 SCALE: 1" = 20'  
 PROJ. FILE: 2629  
 CAD/DTE: 2629AB56

**SURVEY AND PLOT PLAN**

**UNITS 56-62**

**PIPER'S CAY, A CONDOMINIUM**

**REVISIONS**

NO.	BY	DATE	REVISIONS
1	LT.	2/16/04	REVISED BUILDING DIMENSIONS
2			
3			
4			

**JOB NO. 2629**

**SHEET NO. 22**

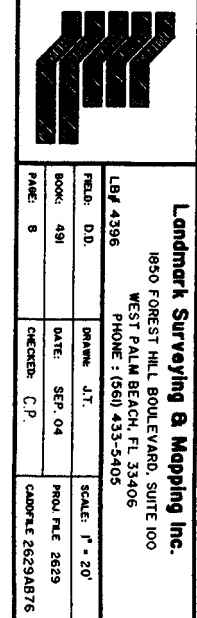







SURVEYOR'S NOTES :

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF PLAT OF SOCIETY HILL, PLAT NO. 5 CANNONGATE (PUD), HAVING AN ASSUMED BEARING OF N 0°23'32" E. ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE B
- 5) 100 YEAR FLOOD ELEV. = 18.50
- 6) PROPOSED FINISHED FLOOR ELEV. = 18.50
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929.
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED



			
<b>Landmark Surveying &amp; Mapping Inc.</b> 1950 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE: (561) 433-5405			
LBN# 4396		SCALE: 1" = 20'	
FIELD: D.D.	DRAWN: J.T.	PROJ FILE 2629	
BOOK: 491	DATE: SEP. 04	CADNOTE 2629AB76	
PAGE: 8	CHECKER: C.P.		

NOTE: ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE

LEGAL DESCRIPTION  
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171 OF THE PUBLIC RECORDS PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GRADE UTILITIES OR SUBSURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF PLAT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.), HAVING AN ASSUMED BEARING OF N 0°23'22" E. ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE B.
- 5) 100 YEAR FLOOD ELEV. = 16.50
- 6) PROPOSED FINISHED FLOOR ELEV. = 16.75
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1983.
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

CERTIFIED TO: PIPER'S CAY, L.L.C.

SIGNATURE DATED:

DATE OF LAST FIELD WORK: 8/16/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.



Landmark Surveying & Mapping Inc.  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-9405

FILED D.O.	DRAWN J.T.	SCALE: 1" = 20'
BOOK: 481	DATE: 8/27/04	PROJ. FILE: 2629
PAGE: 6	CHECKED: C.P.	CAD FILE: 2629A1882

SURVEY AND PLOT PLAN

UNITS 82-88

PIPER'S CAY, A CONDOMINIUM

JOB NO. 2629

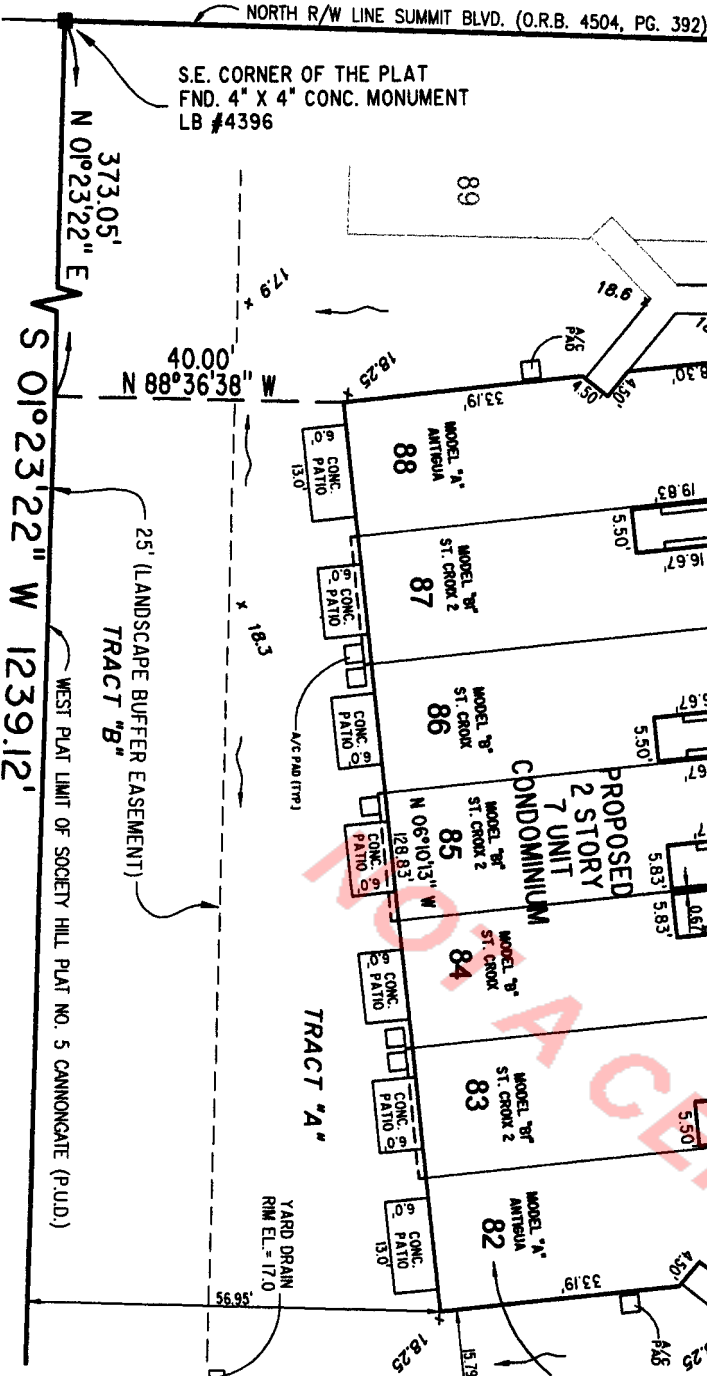
SHEET NO. 26

NO.	BY	DATE	REVISIONS
1	J.T.	2/6/06	REVISED BUILDING DIMENSIONS
2			
3			
4			

SOCIETY HILL  
PLAT NO. 5 CANNONGATE (P.U.D.)  
PLAT BOOK 47, PAGES 21 - 23

LEGEND

1	PROPOSED DRIVE, 5' W
2	PROPOSED DRIVE, 5' W
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97	PROPOSED DRIVE, 5' W
98	PROPOSED DRIVE, 5' W
99	PROPOSED DRIVE, 5' W
100	PROPOSED DRIVE, 5' W



373.05' N 0°23'22" E

S 0°23'22" W 1239.12'

WEST PLAT LIMIT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.)

25' (LANDSCAPE BUFFER EASEMENT) TRACT "B"

S.E. CORNER OF THE PLAT  
FND. 4" X 4" CONC. MONUMENT  
LB #4396

NORTH R/W LINE SUMMIT BLVD. (O.R.B. 4504, PG. 392)

TRACT "A"

TYPICAL UNIT NUMBER 81

PROPOSED 2 STORY 7 UNIT CONDOMINIUM

YARD DRAIN RIM EL. = 17.0

A/C PAD (TYP)

CONC. PATIO

CONC. PATIO

CONC. PATIO

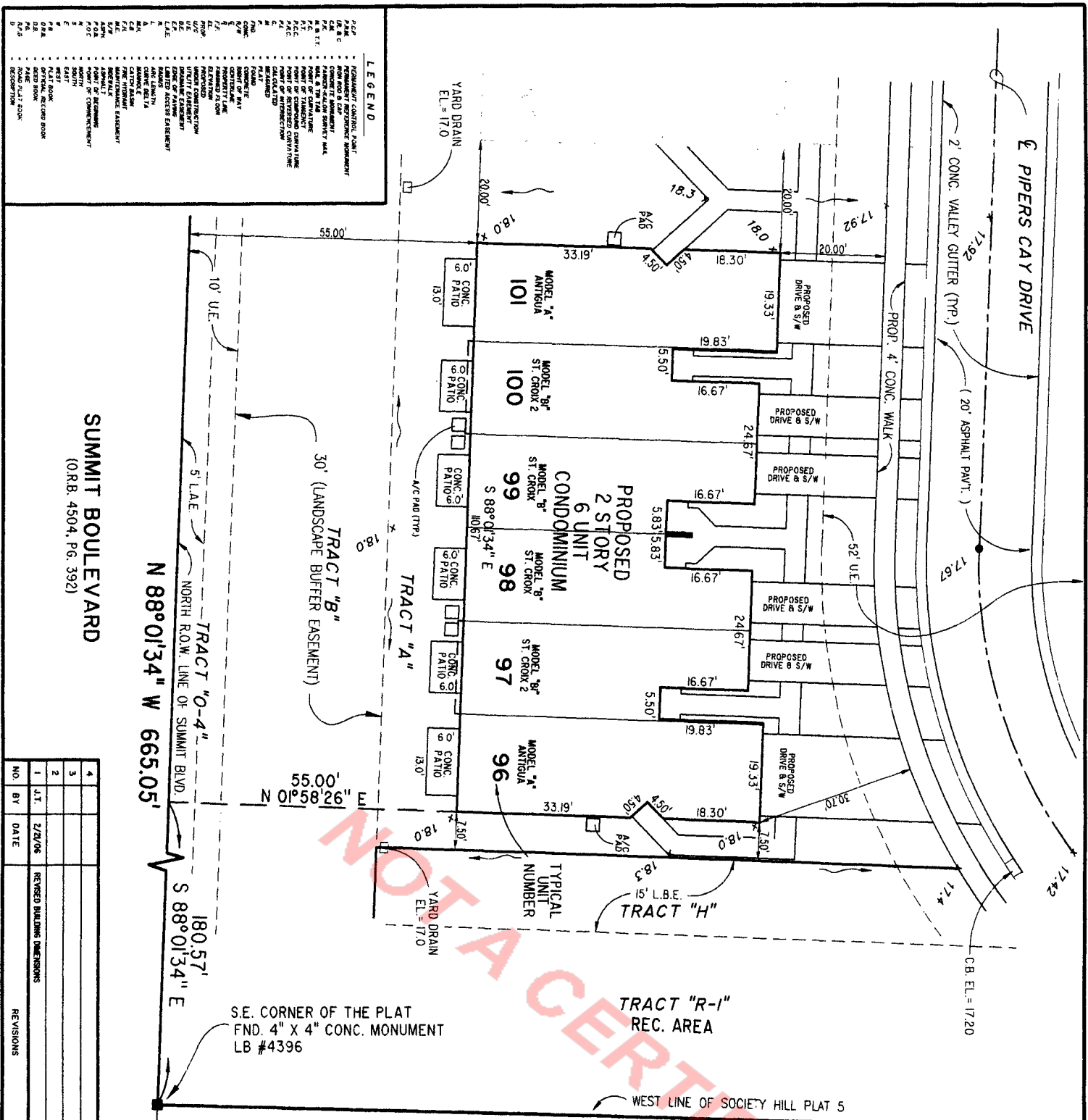
CONC. PATIO

CONC. PATIO

CONC. PATIO







SOCIETY HILL  
PLAT NO. 5 CANNONGATE (P.U.D.)  
PLAT BOOK 47, PAGES 21 - 23

LEGAL DESCRIPTION  
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

- SURVEYOR'S NOTES :
- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
  - 2) NO BELOW GROUND UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
  - 3) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH RIGHT-OF-WAY OF SUMMIT BOULEVARD (O.R.B. 4504, PG. 392) HAVING AN ASSUMED BEARING OF N 88°01'34" W. ALL BEARINGS ARE RELATIVE TO SAID LINE.
  - 4) PROPERTY LIES WITHIN FLOOD ZONE B
  - 5) 100 YEAR FLOOD ELEV. = 18.50
  - 6) PROPOSED FINISHED FLOOR ELEV. = 18.50
  - 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1983.
  - 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

NOTE: ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE

CERTIFIED TO: PIPER'S CAY, L.L.C.

SIGNATURE DATED: 8/16/04  
2/21/06

DATE OF LAST FIELD WORK: 8/16/04  
NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

Landmark Surveying & Mapping Inc.  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE : (561) 433-5405

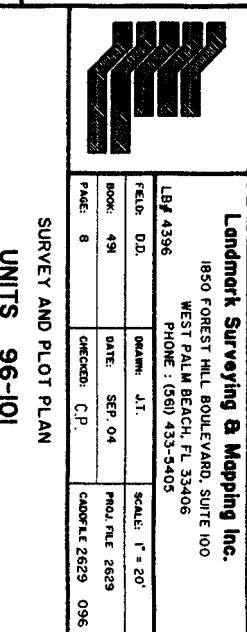
Field D.D. 4396  
BOOK: 439  
PAGE: 8  
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CHECKED: C.P.  
SCALE: 1" = 20'  
PLOT FILE 2629  
CADD FILE 2629 036

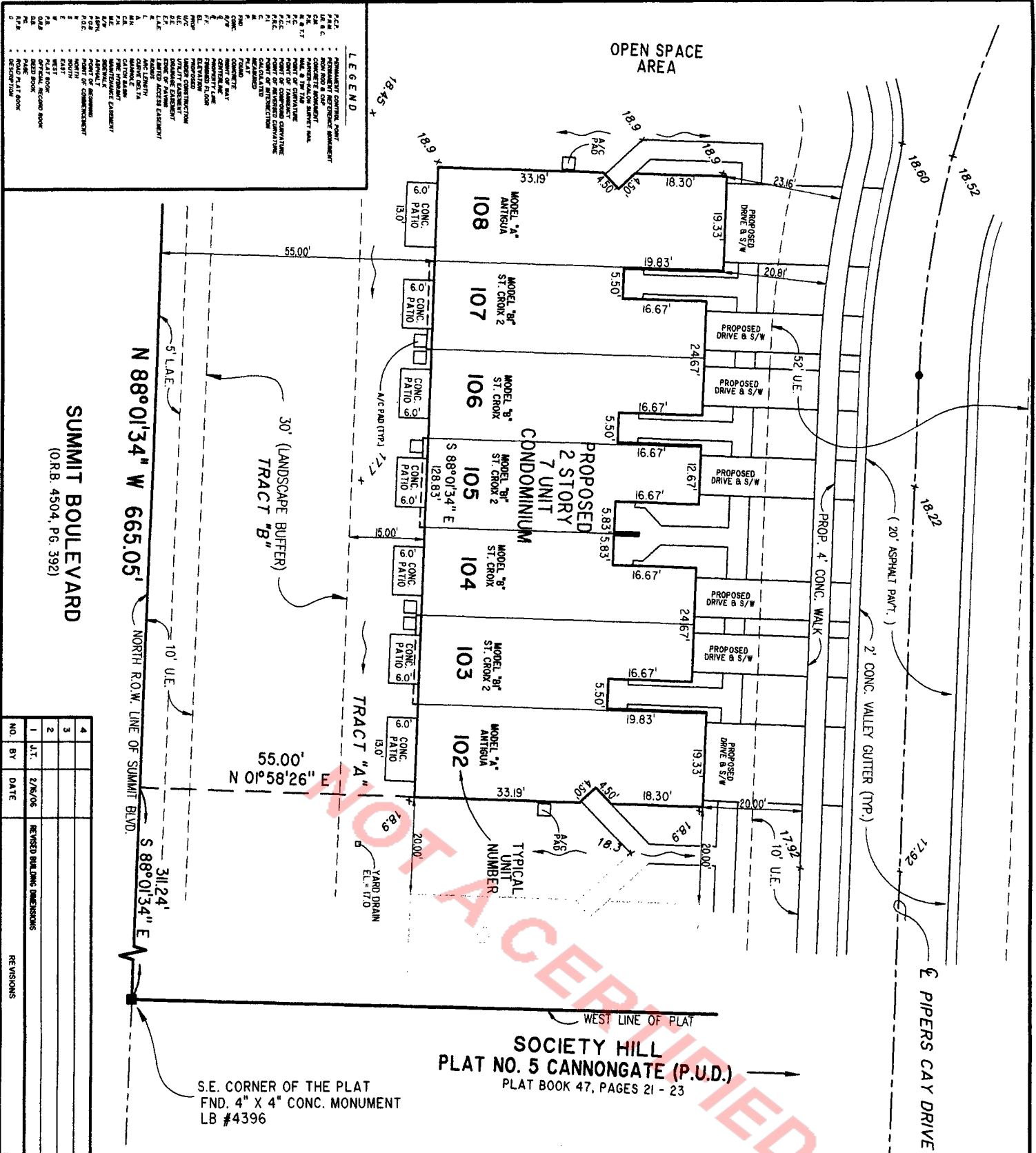
SURVEY AND PLOT PLAN  
UNITS 96-101

PIPER'S CAY, A CONDOMINIUM


NO.	BY	DATE	REVISIONS
1	J.T.	2/21/06	REVISED BUILDING DIMENSIONS
2			
3			
4			

SUMMIT BOULEVARD  
(O.R.B. 4504, PG. 392)





NO.	BY	DATE	REVISIONS
1	J.T.	2/16/06	REVISED BUILDING DIMENSIONS
2			
3			
4			

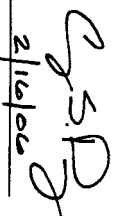


**Landmark Surveying & Mapping Inc.**  
1650 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-3403

**SURVEY AND PLOT PLAN**  
**UNITS 102-108**  
**PIPER'S CAY, A CONDOMINIUM**

FIELD D.D.	BOOK: 491	DATE: SEP. 04	SCALE: 1" = 20'
PAGE: 8	CHECKER: C.P.	PROJ. FILE: 2629	CADFILE: 2629 102

DATE OF LAST FIELD WORK: 8/16/04

SIGNATURE DATED:  2/16/06

CERTIFIED TO: PIPER'S CAY, L.L.C.

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

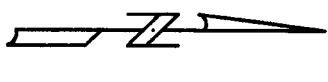
LEGAL DESCRIPTION

PLAT OF PIPER'S CAY AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH RIGHT-OF-WAY LINE OF SUMMIT BOULEVARD (O.R.B. 4504, PG. 392) HAVING AN ASSUMED BEARING OF N 88°01'34" W. ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE: B
- 5) 100 YEAR FLOOD ELEV. = 18.30
- 6) PROPOSED FINISHED FLOOR ELEV. = 19.40
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1983.
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

NOTE: ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE







## PLAT BOOK 33, PAGE 158

538.66'

S.W. CORNER OF THE PLAT  
FND. 4" X 4" CONC. MONUMENT  
LB #43396

UNIT 15 - 21 —————

EAST LINE OF PLAT OF SOUTHWOODS

PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

1.) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE

3.) BEARINGS SHOWN HEREON ARE BASED UPON THE EAST

ALL BEARINGS ARE RELATIVE TO SAID LINE

**4.) PROPERTY LIES WITHIN FLOOD ZONE B**

5.1 100 YEAR FLOOD ELEV. = 18.50

2017年10月10日 星期三 10:00

\*\*\*\*\*

DO NOT USE UNLESS OTHERWISE NOTED

**NOTE: ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE**

**CERTIFIED TO:** PHENOXAL, L.L.C.

**SIGNATURE DATED**

DATE OF LAST FIELD WORK

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE  
OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE

**Landmark Surveying & Mapping Inc.**

1830 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH FL 33406

**PHONE : (561) 433-5405**

D.	DRAWN J.T.	34
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DATE:	SEP. 04	PR
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CHECKED: C.P. \_\_\_\_\_

## APPENDIX A

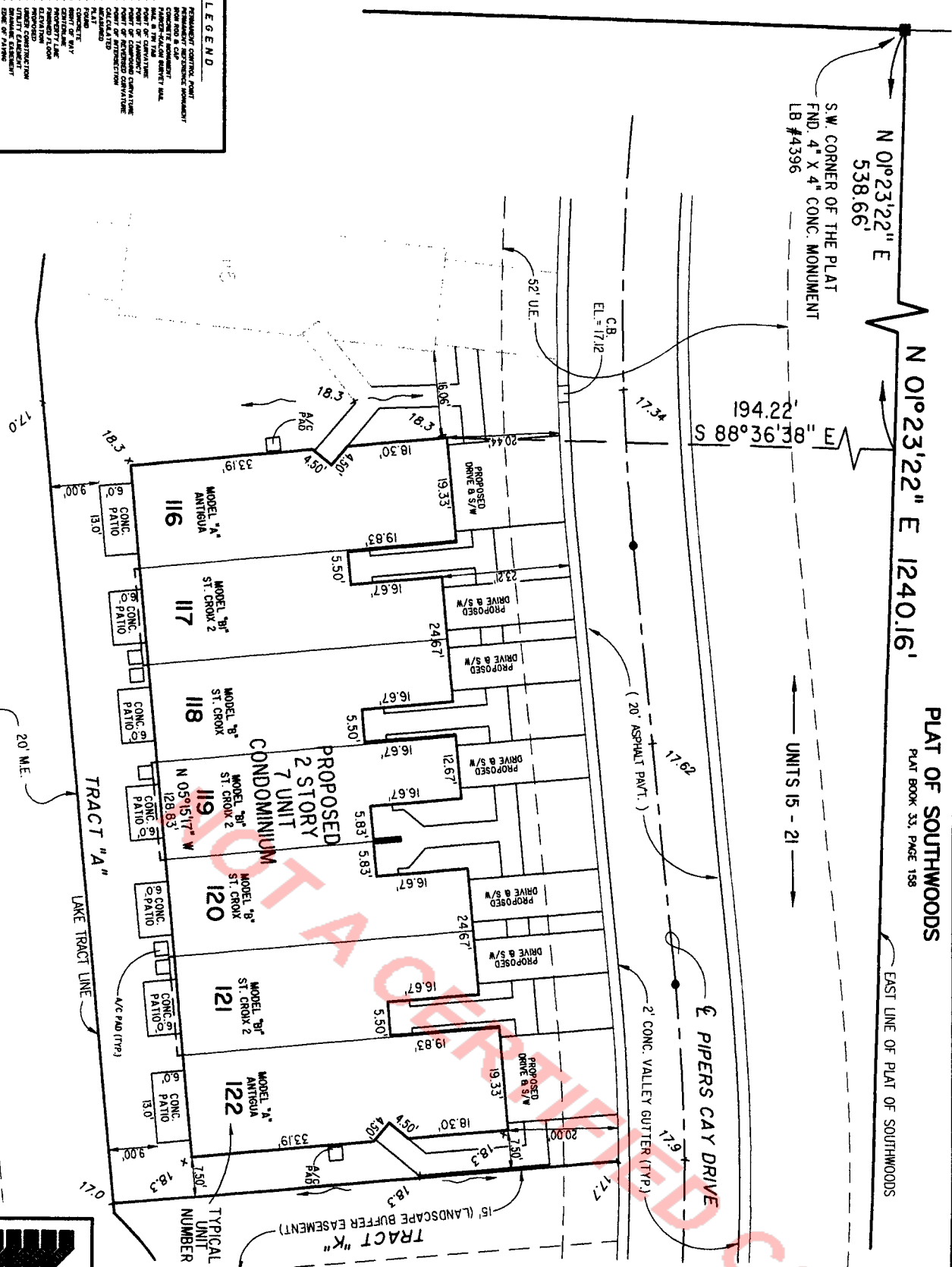
UNIT 116-122

# PIPER'S CAY, A CONDOMINIUM

JOB NO. 2629 SHEET NO. 3

NO.	BY	DATE	REVISIONS
4			
3			
2			
1	J.T.	2/6/06	REVISED BUILDING DIMENSIONS

LAKE TRACT  
TRACT "W"



LEGEND	
P.C.P.	PERMANENT CONTROL POINT
P.M.B.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
G.M.	GRANITE MONUMENT
P.K.T.T.	PAVED KILGOM SURVEY MARK
P.T.	POINT OF TANGENCY
P.T.C.	POINT OF TANGENCY
P.M.C.	POINT OF INTERSECTION
P.C.	POINT OF INTERSECTION
C.	CHANGING
M.	MEASURED
F.D.	FOUND
CONC.	CONCRETE
GR.	GRAVEL
E.	EXISTING
PROV.	PROPOSED
E.L.	ELEVATION
U.C.	UNDER CONSTRUCTION
U.E.	UTILITY ELEVATION
E.P.	EDGE OF PAVEMENT
L.A.E.	LIMITED ACCESS ELEVATION
L.	LINE
U.C.E.L.T.	UNDER CONSTRUCTION ELEVATION
C.B.	CATCH BASIN
M.A.E.	MEASURED ACCESS ELEVATION
S.W.	SEWER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
S.	SOIL
S.	SOIL
P.M.	PAVED MONUMENT
O.A.E.	ORIGINAL RECORD BOOK
P.H.	PAVED
P.B.	PAVED MONUMENT
B.	BUILDING

PLAT OF SOUTHWOODS  
PLAT BOOK 33, PAGE 156

EAST LINE OF PLAT OF SOUTHWOODS

S 0°23'22" W 452.75'

N.W. CORNER OF THE PLAT  
FND. 4" X 4" CONC. MONUMENT  
NO. 10.

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)

2' CONC. VALLEY GUTTER (TYP.)



**LEGAL DESCRIPTION**  
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT  
BOOK 106, PAGES 168-171 OF THE PUBLIC  
RECORDS PALM BEACH COUNTY, FLORIDA

SOCIETY HILL  
PLAT NO. 5 CANNONGATE (P.U.D.)  
PLAT BOOK 47, PAGES 21 - 23

SOUTH LINE OF PLAT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.)

**SURVEYOR'S NOTES:**

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF PLAT OF SOUTHWOODS HAVING AN ASSUMED BEARING OF S0°23'22" W ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE B
- 5) 100 YEAR FLOOD ELEV. = 18.30
- 6) PROPOSED FINISHED FLOOR ELEV. = 18.30
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 823.
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED
- 9) ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE.

CERTIFIED TO:

PIPER'S CAY, L.L.C.

SIGNATURE DATED:

2/21/06

DATE OF LAST FIELD WORK:

8/16/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE  
OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.



**Landmark Surveying & Mapping Inc.**

1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-9405

FIELD D.D.	DATE: SEPT. 04	SCALE: N.T.S.
BOOK: 491	CHECKER: C.S.P.	PROJ. FILE 2629
PAGE: 8		CADFILE 2629A123

**SURVEY AND PLOT PLAN**

UNITS 123-127

PIPER'S CAY, A CONDOMINIUM

JOB NO. 2629

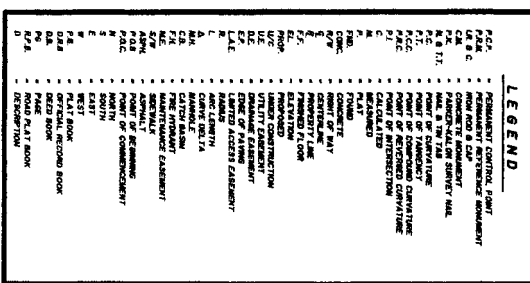
SHEET NO. 32


NO.	BY	DATE	REVISIONS
1	J.T.	2/21/06	REVISED BUILDING DIMENSIONS
2			
3			
4			

- LEGEND**
- P.C. PLAT CORNER
  - P.M. PLAT MONUMENT
  - P.L. PLAT LINE
  - P.S. PLAT SURFACE
  - P.T. PLAT TRAIL
  - P.V. PLAT VALLEY
  - P.W. PLAT WALL
  - P.X. PLAT CROSS
  - P.Y. PLAT YARD
  - P.Z. PLAT ZONE
  - P.A. PLAT AREA
  - P.B. PLAT BUILDING
  - P.C. PLAT CORNER
  - P.M. PLAT MONUMENT
  - P.L. PLAT LINE
  - P.S. PLAT SURFACE
  - P.T. PLAT TRAIL
  - P.V. PLAT VALLEY
  - P.W. PLAT WALL
  - P.X. PLAT CROSS
  - P.Y. PLAT YARD
  - P.Z. PLAT ZONE
  - P.A. PLAT AREA
  - P.B. PLAT BUILDING



PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.



			
<b>Landmark Surveying &amp; Mapping Inc.</b> 1830 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 435-5405			
<b>LB# 4396</b>		<b>SCALE: 1" = 20'</b>	
<b>FIELD: D.D.</b>	<b>DRAWN: R. BUSUTLE</b>	<b>PROJ. FILE 2629</b>	
<b>BOOK: 491</b>	<b>DATE: SEPT. 04</b>	<b>CADFILE 2629-</b>	
<b>PAGE: 6</b>	<b>CHECKED: C.S.P.</b>		
<b>SURVEY AND PLOT PLAN</b>  <b>UNITS 128-134</b>  <b>PIPER'S CAY, A CONDOMINIUM</b>			
<b>JOB NO. 2629</b>	<b>SHEET NO.</b>		<b>33</b>

SOCIETY HILL  
PLAT NO. 5 CANNONGATE (P.U.D.)  
PLAT BOOK 47, PAGES 21 - 23

**SURVEYOR'S NOTES :**

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SUBSURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF PLAT OF SOUTHWARDS HAVING AN ASSUMED BEARING OF S09°33'32"W. ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE B
- 5) 100 YEAR FLOOD ELEV. = 19.30
- 6) PROPOSED FINISHED FLOOR ELEV. = 19.50
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED
- 9) ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE.

CERTIFIED TO: \_\_\_\_\_ PIPER'S CAY, L.L.C.

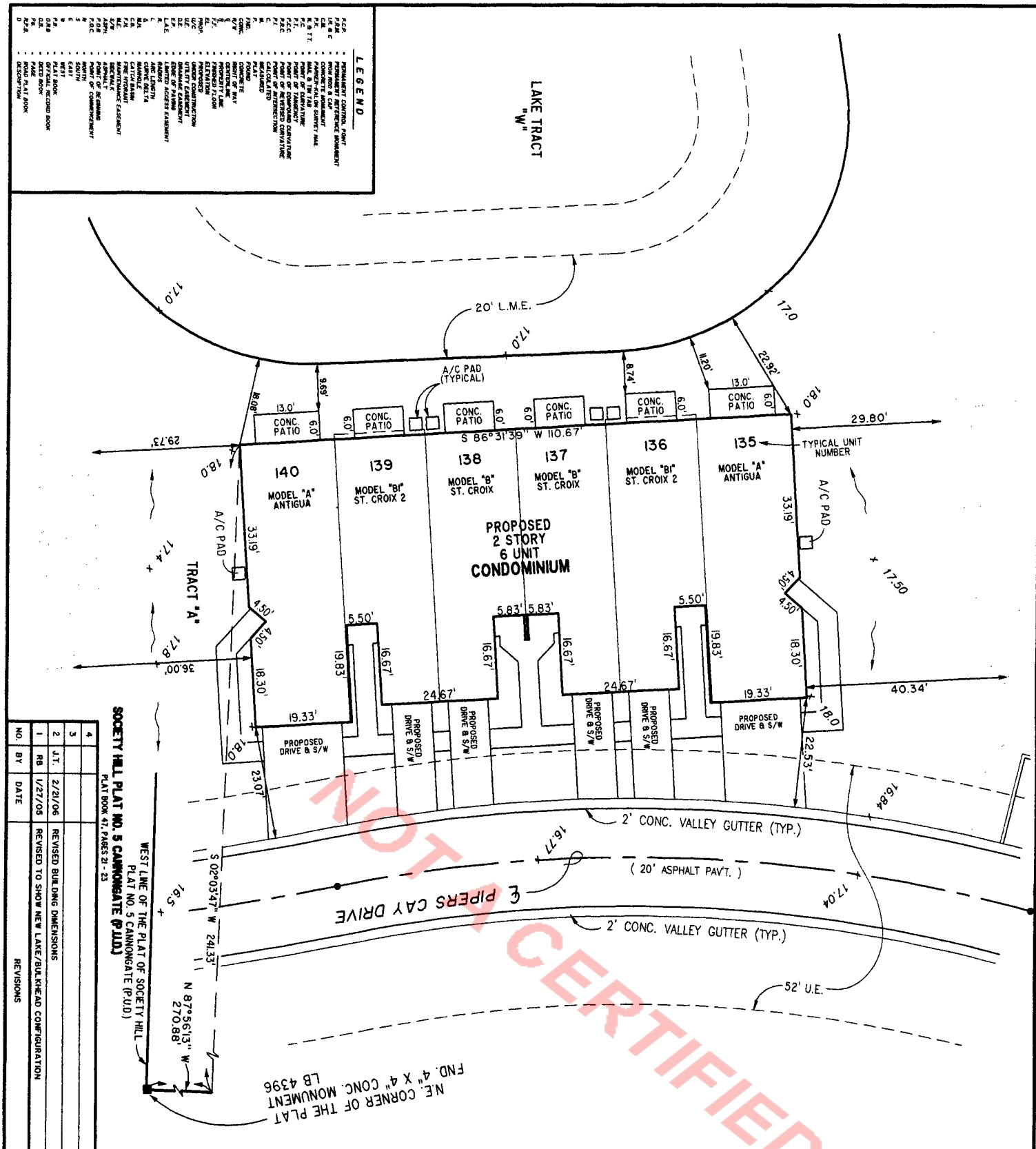
SIGNATURE DATED: \_\_\_\_\_

DATE OF LAST FIELD WORK: \_\_\_\_\_ 8/6/04


NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE  
OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.



<b>Landmark Surveying &amp; Mapping Inc.</b> 1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 433-3403	
<b>LB# 43396</b>	
FIELD: D.D.	DRAWN: R. BUSHNELL
BOOK: 491	DATE: SEPT. 04
PAGE: 8	CHECKED: C.S.P.
	PROJ FILE 26
	CADFILE 262



SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.)			
PLAT BOOK 47, PAGES 21 - 23			
NO.	BY	DATE	REVISIONS
1	RB	1/27/05	REVISED TO SHOW NEW LAKE/BULKHEAD CONFIGURATION
2	J.T.	2/21/06	REVISED BUILDING DIMENSIONS
3			
4			



**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

LB# 4396  
FIELD D.D.  
BOOK: 491  
PAGE: 8

DRAWN: R. BUSUTT  
DATE: SEPT. 04  
CHECKED: C.S.P.  
SCALE: 1" = 20'  
PROJ. FILE: 2629  
CADD FILE: 2629A135

**SURVEY AND PLOT PLAN**

**UNITS 135-140**

**PIPER'S CAY, A CONDOMINIUM**

JOB NO. 2629      SHEET NO. 34

CERTIFIED TO: PIPER'S CAY, L.L.C.

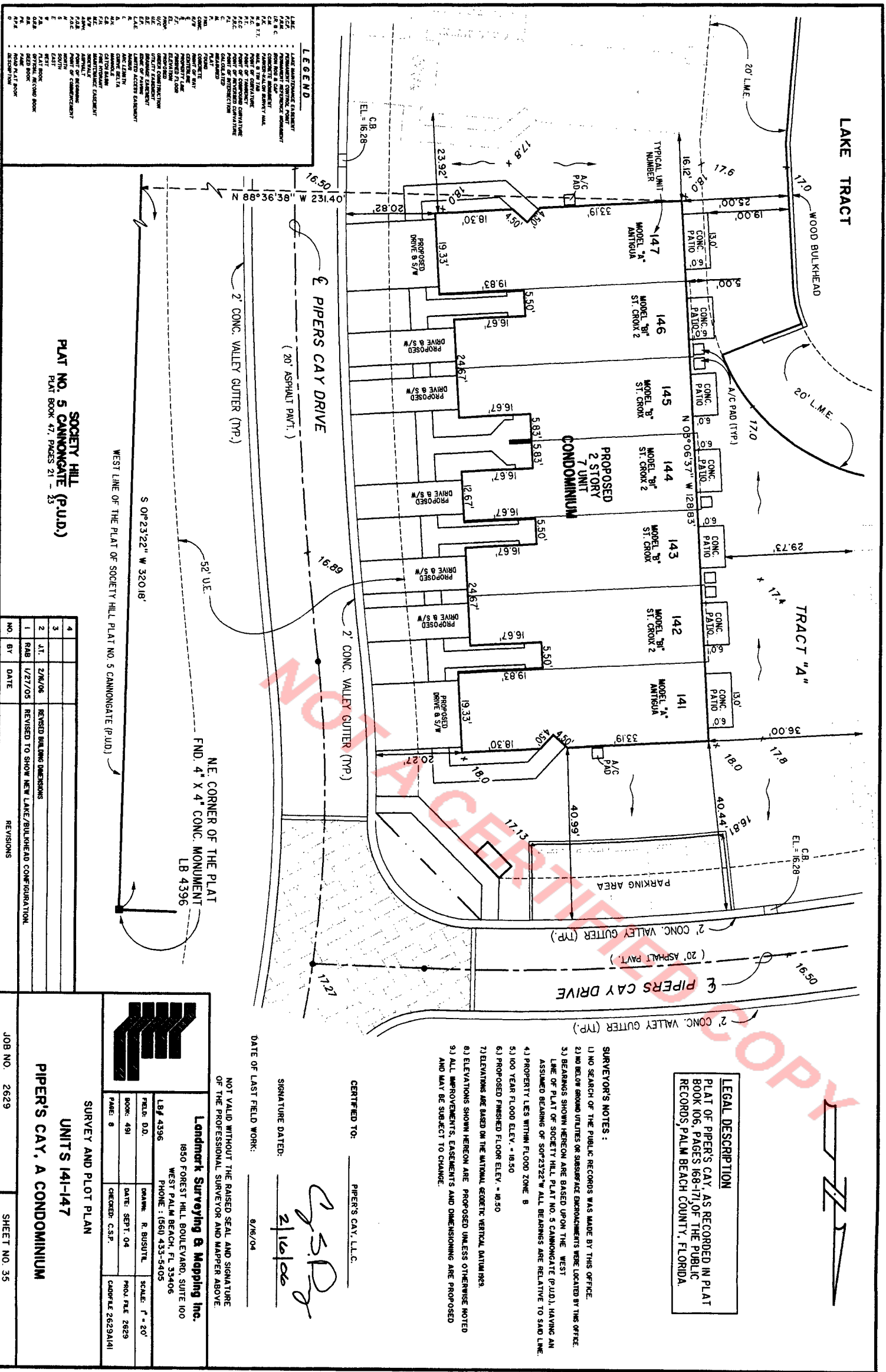
SIGNATURE DATED: 2/21/06

DATE OF LAST FIELD WORK: 8/6/04

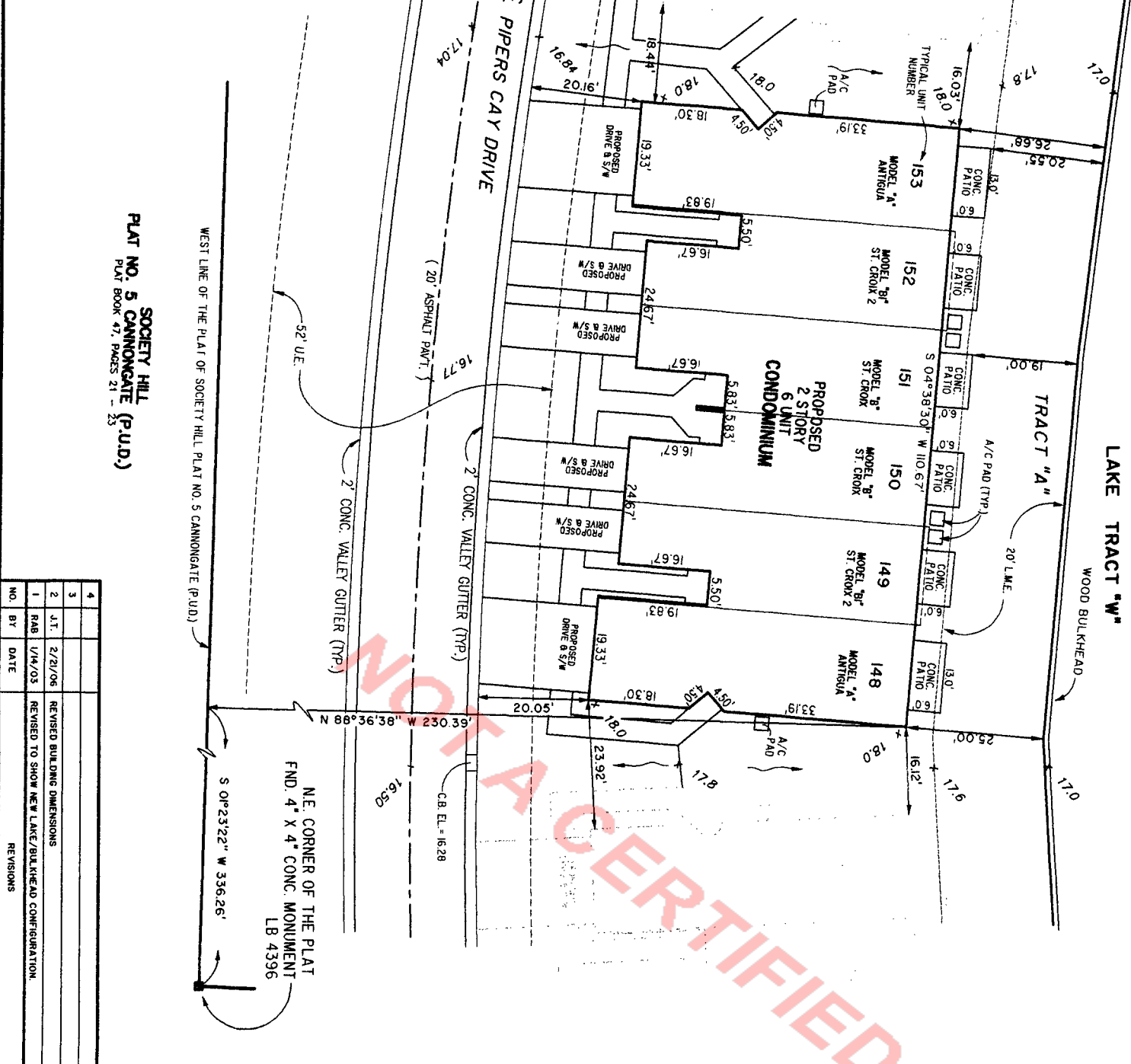
NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

- SURVEYOR'S NOTES:**
- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
  - 2) NO BELOW GROUND UTILITIES OR SUBSURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
  - 3) BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF PLAT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.), HAVING AN ASSUMED BEARING OF S09°23'22"W. ALL BEARINGS ARE RELATIVE TO SAID LINE.
  - 4) PROPERTY LIES WITHIN FLOOD ZONE B
  - 5) 100 YEAR FLOOD ELEV. = 18.50
  - 6) PROPOSED FINISHED FLOOR ELEV. = 18.50
  - 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1983
  - 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED
  - 9) ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE.

**LEGAL DESCRIPTION**  
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 166-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.



1	LEGEND
2	1. LANE MAINTENANCE EASEMENT
3	2. 10' WIDE SIDEWALK EASEMENT
4	3. 10' WIDE SIDEWALK EASEMENT
5	4. 10' WIDE SIDEWALK EASEMENT
6	5. 10' WIDE SIDEWALK EASEMENT
7	6. 10' WIDE SIDEWALK EASEMENT
8	7. 10' WIDE SIDEWALK EASEMENT
9	8. 10' WIDE SIDEWALK EASEMENT
10	9. 10' WIDE SIDEWALK EASEMENT
11	10. 10' WIDE SIDEWALK EASEMENT
12	11. 10' WIDE SIDEWALK EASEMENT
13	12. 10' WIDE SIDEWALK EASEMENT
14	13. 10' WIDE SIDEWALK EASEMENT
15	14. 10' WIDE SIDEWALK EASEMENT
16	15. 10' WIDE SIDEWALK EASEMENT
17	16. 10' WIDE SIDEWALK EASEMENT
18	17. 10' WIDE SIDEWALK EASEMENT
19	18. 10' WIDE SIDEWALK EASEMENT
20	19. 10' WIDE SIDEWALK EASEMENT
21	20. 10' WIDE SIDEWALK EASEMENT
22	21. 10' WIDE SIDEWALK EASEMENT
23	22. 10' WIDE SIDEWALK EASEMENT
24	23. 10' WIDE SIDEWALK EASEMENT
25	24. 10' WIDE SIDEWALK EASEMENT
26	25. 10' WIDE SIDEWALK EASEMENT
27	26. 10' WIDE SIDEWALK EASEMENT
28	27. 10' WIDE SIDEWALK EASEMENT
29	28. 10' WIDE SIDEWALK EASEMENT
30	29. 10' WIDE SIDEWALK EASEMENT
31	30. 10' WIDE SIDEWALK EASEMENT
32	31. 10' WIDE SIDEWALK EASEMENT
33	32. 10' WIDE SIDEWALK EASEMENT
34	33. 10' WIDE SIDEWALK EASEMENT
35	34. 10' WIDE SIDEWALK EASEMENT
36	35. 10' WIDE SIDEWALK EASEMENT
37	36. 10' WIDE SIDEWALK EASEMENT
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80	79. 10' WIDE SIDEWALK EASEMENT
81	80. 10' WIDE SIDEWALK EASEMENT
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91	90. 10' WIDE SIDEWALK EASEMENT
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102	101. 10' WIDE SIDEWALK EASEMENT
103	102. 10' WIDE SIDEWALK EASEMENT
104	103. 10' WIDE SIDEWALK EASEMENT
105	104. 10' WIDE SIDEWALK EASEMENT
106	105. 10' WIDE SIDEWALK EASEMENT
107	106. 10' WIDE SIDEWALK EASEMENT
108	107. 10' WIDE SIDEWALK EASEMENT
109	108. 10' WIDE SIDEWALK EASEMENT
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111	110. 10' WIDE SIDEWALK EASEMENT
112	111. 10' WIDE SIDEWALK EASEMENT
113	112. 10' WIDE SIDEWALK EASEMENT
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115	114. 10' WIDE SIDEWALK EASEMENT
116	115. 10' WIDE SIDEWALK EASEMENT
117	116. 10' WIDE SIDEWALK EASEMENT
118	117. 10' WIDE SIDEWALK EASEMENT
119	118. 10' WIDE SIDEWALK EASEMENT
120	119. 10' WIDE SIDEWALK EASEMENT
121	120. 10' WIDE SIDEWALK EASEMENT
122	121. 10' WIDE SIDEWALK EASEMENT
123	122. 10' WIDE SIDEWALK EASEMENT
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125	124. 10' WIDE SIDEWALK EASEMENT
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127	126. 10' WIDE SIDEWALK EASEMENT
128	127. 10' WIDE SIDEWALK EASEMENT
129	128. 10' WIDE SIDEWALK EASEMENT
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131	130. 10' WIDE SIDEWALK EASEMENT
132	131. 10' WIDE SIDEWALK EASEMENT
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136	135. 10' WIDE SIDEWALK EASEMENT
137	136. 10' WIDE SIDEWALK EASEMENT
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139	138. 10' WIDE SIDEWALK EASEMENT
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143	142. 10' WIDE SIDEWALK EASEMENT
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145	144. 10' WIDE SIDEWALK EASEMENT
146	145. 10' WIDE SIDEWALK EASEMENT
147	146. 10' WIDE SIDEWALK EASEMENT
148	147. 10' WIDE SIDEWALK EASEMENT
149	148. 10' WIDE SIDEWALK EASEMENT
150	149. 10' WIDE SIDEWALK EASEMENT
151	150. 10' WIDE SIDEWALK EASEMENT
152	151. 10' WIDE SIDEWALK EASEMENT
153	152. 10' WIDE SIDEWALK EASEMENT
154	153. 10' WIDE SIDEWALK EASEMENT
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156	155. 10' WIDE SIDEWALK EASEMENT
157	156. 10' WIDE SIDEWALK EASEMENT
158	157. 10' WIDE SIDEWALK EASEMENT
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160	159. 10' WIDE SIDEWALK EASEMENT
161	160. 10' WIDE SIDEWALK EASEMENT
162	161. 10' WIDE SIDEWALK EASEMENT
163	162. 10' WIDE SIDEWALK EASEMENT
164	163. 10' WIDE SIDEWALK EASEMENT
165	164. 10' WIDE SIDEWALK EASEMENT
166	165. 10' WIDE SIDEWALK EASEMENT
167	166. 10' WIDE SIDEWALK EASEMENT
168	167. 10' WIDE SIDEWALK EASEMENT
169	168. 10' WIDE SIDEWALK EASEMENT
170	169. 10' WIDE SIDEWALK EASEMENT
171	170. 10' WIDE SIDEWALK EASEMENT
172	171. 10' WIDE SIDEWALK EASEMENT
173	172. 10' WIDE SIDEWALK EASEMENT
174	173. 10' WIDE SIDEWALK EASEMENT
175	174. 10' WIDE SIDEWALK EASEMENT
176	175. 10' WIDE SIDEWALK EASEMENT
177	176. 10' WIDE SIDEWALK EASEMENT
178	177. 10' WIDE SIDEWALK EASEMENT
179	178. 10' WIDE SIDEWALK EASEMENT
180	179. 10' WIDE SIDEWALK EASEMENT
181	180. 10' WIDE SIDEWALK EASEMENT
182	181. 10' WIDE SIDEWALK EASEMENT
183	182. 10' WIDE SIDEWALK EASEMENT
184	183. 10' WIDE SIDEWALK EASEMENT
185	184. 10' WIDE SIDEWALK EASEMENT
186	185. 10' WIDE SIDEWALK EASEMENT
187	186. 10' WIDE SIDEWALK EASEMENT
188	187. 10' WIDE SIDEWALK EASEMENT
189	188. 10' WIDE SIDEWALK EASEMENT
190	189. 10' WIDE SIDEWALK EASEMENT
191	190. 10' WIDE SIDEWALK EASEMENT
192	191. 10' WIDE SIDEWALK EASEMENT
193	192. 10' WIDE SIDEWALK EASEMENT
194	193. 10' WIDE SIDEWALK EASEMENT
195	194. 10' WIDE SIDEWALK EASEMENT
196	195. 10' WIDE SIDEWALK EASEMENT
197	196. 10' WIDE SIDEWALK EASEMENT
198	197. 10' WIDE SIDEWALK EASEMENT
199	198. 10' WIDE SIDEWALK EASEMENT
200	199. 10' WIDE SIDEWALK EASEMENT



**LEGAL DESCRIPTION**

PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171 OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

**SURVEYOR'S NOTES:**

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GROUND UTILITIES OR SUBSURFACE ENCUMBRANCES WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF PLAT OF SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.) HAVING AN ASSUMED BEARING OF S0°23'22" W ALL BEARINGS ARE RELATIVE TO SAD LINE.
- 4) PROPERTY LIES WITHIN FLOOD ZONE B
- 5) 100 YEAR FLOOD ELEV. = 18.50
- 6) PROPOSED FINISHED FLOOR ELEV. = 18.50
- 7) ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929.
- 8) ELEVATIONS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED
- 9) ALL IMPROVEMENTS, EASEMENTS AND DIMENSIONING ARE PROPOSED AND MAY BE SUBJECT TO CHANGE.

**CERTIFIED TO:** PIPER'S CAY, L.L.C.

**SIGNATURE DATED:** 5/12/06

**DATE OF LAST FIELD WORK:** 8/76/04

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE PROFESSIONAL SURVEYOR AND MAPPER ABOVE.

**Landmark Surveying & Mapping Inc.**

1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

**LB# 4396**

FIELD D.D.	DRAWN R. BUSUTT	SCALE: 1" = 20'
BOOK: 439	DATE: SEPT. 04	PROJ. FILE: 2629
PAGE: 8	CHECKED: C.S.P.	CAD FILE: 2629A148

**SURVEY AND PLOT PLAN**

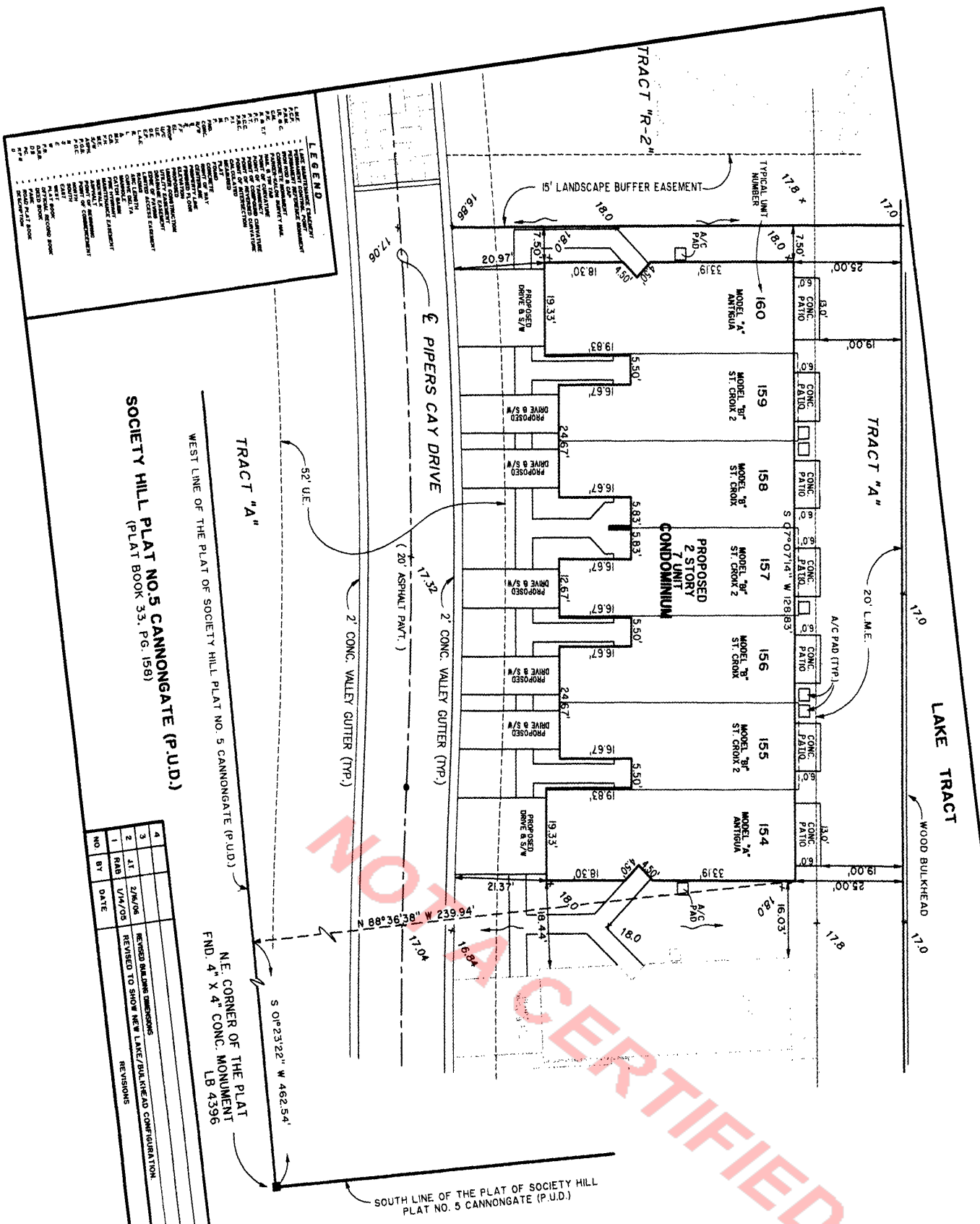
**UNITS 148-153**

**PIPER'S CAY, A CONDOMINIUM**

**JOB NO. 2629**

**SHEET NO. 36**





**LEGEND**

1	EXISTING LOT
2	EXISTING LOT
3	EXISTING LOT
4	EXISTING LOT
5	EXISTING LOT
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11	EXISTING LOT
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96	EXISTING LOT
97	EXISTING LOT
98	EXISTING LOT
99	EXISTING LOT
100	EXISTING LOT

**SOCIETY HILL PLAT NO. 5 CANNONGATE (P.U.D.)**  
(PLAT BOOK 33, PG. 158)

NO.	BY	DATE	REVISIONS
1	RAB	1/14/03	REVISED TO SHOW NEW LAKE/BULKHEAD CONFIGURATION
2	AT	3/26/06	REVISED BUILDING DIMENSIONS
3			
4			

NE CORNER OF THE PLAT  
FND. 4" X 4" CONC. MONUMENT  
LB 4396



**Survey and Plot Plan**  
**UNITS 154-160**  
**PIPER'S CAY, A CONDOMINIUM**

DATE OF LAST FIELD WORK: 8/6/04

SIGNATURE DATED: 8/6/04

CERTIFIED TO: PIPER'S CAY, LLC

*[Signature]*  
2/16/06

**Landmark Surveying & Mapping Inc.**  
1850 FOREST HILL BOULEVARD, SUITE 100  
WEST PALM BEACH, FL 33406  
PHONE: (561) 433-5405

LS# 4396	FIELD D.D.	DATE	DEPT. 04	SCALE: 1" = 20'
BOOK 439	CHECKED: C.S.P.			PROJ. FILE 2629
PAGE: 8				

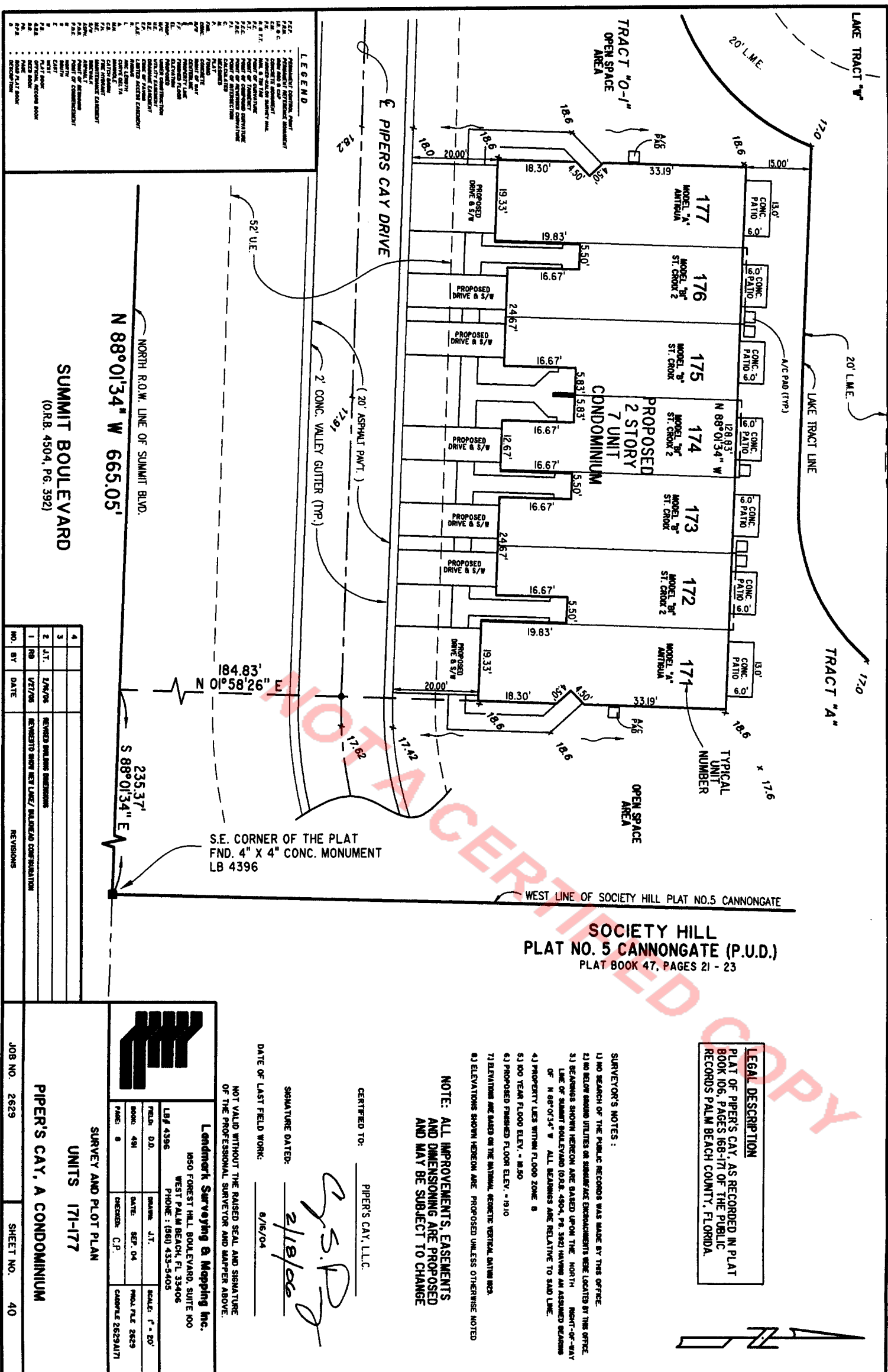
**LEGAL DESCRIPTION**  
PLAT OF PIPER'S CAY, AS RECORDED IN PLAT BOOK 106, PAGES 168-171, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

- SURVEYOR'S NOTES:**
- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 2) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 3) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 4) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 5) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 6) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 7) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 8) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 9) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 10) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 11) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 12) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 13) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 14) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 15) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 16) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 17) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 18) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 19) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.
  - 20) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE OFFICE.



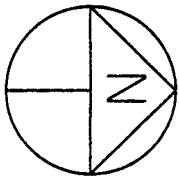


Page 99 of 173





PIPER'S CAY  
BOUNDARY SURVEY/ PLOT PLAN TRACT "R-2"



Scale 1" = 20'

LEGAL DESCRIPTION

TRACT "R-2" OF THE PLAT "PIPER'S CAY",  
AS RECORDED IN PLAT BOOK ONE, PAGE 48-51,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.  
CONTAINING 0.24 ACRES, MORE OR LESS.

NOTES:

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
- 2) BEARINGS AND SHOWN HEREON ARE BASED UPON THE SOUTH LINE  
OF SECTION 36, TOWNSHIP 36N, RANGE 30E, PALM BEACH COUNTY, FLORIDA.  
BEARINGS OF SOUTH 82°32'46" WEST AND ALL OTHER BEARINGS ARE  
RELATIVE THERETO.
- 3) MSL FINISH FLOOR ELEV. = 17.33

LEGEND:

- P.C.P. = PERMANENT CONTROL POINT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- P.S. = PAGES
- O.B. = DEED BOOK
- P.A.C. = PALM BEACH COUNTY
- N/W = NORTH OF WAY
- ¢ = CENTERLINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R = RIGHTS
- L = ARC LENGTH
- Δ = CURVE CENTRAL ANGLE
- = DEVIATOR SET 1/4" IRON ROD & CAP L.B.# 4396
- L.B.E. = LANDSCAPE BUFFER EASEMENT
- U.B.C. = IRON ROD AND CAP
- L.M.E. = LAKE MAINTENANCE EASEMENT
- U.E. = UTILITY EASEMENT

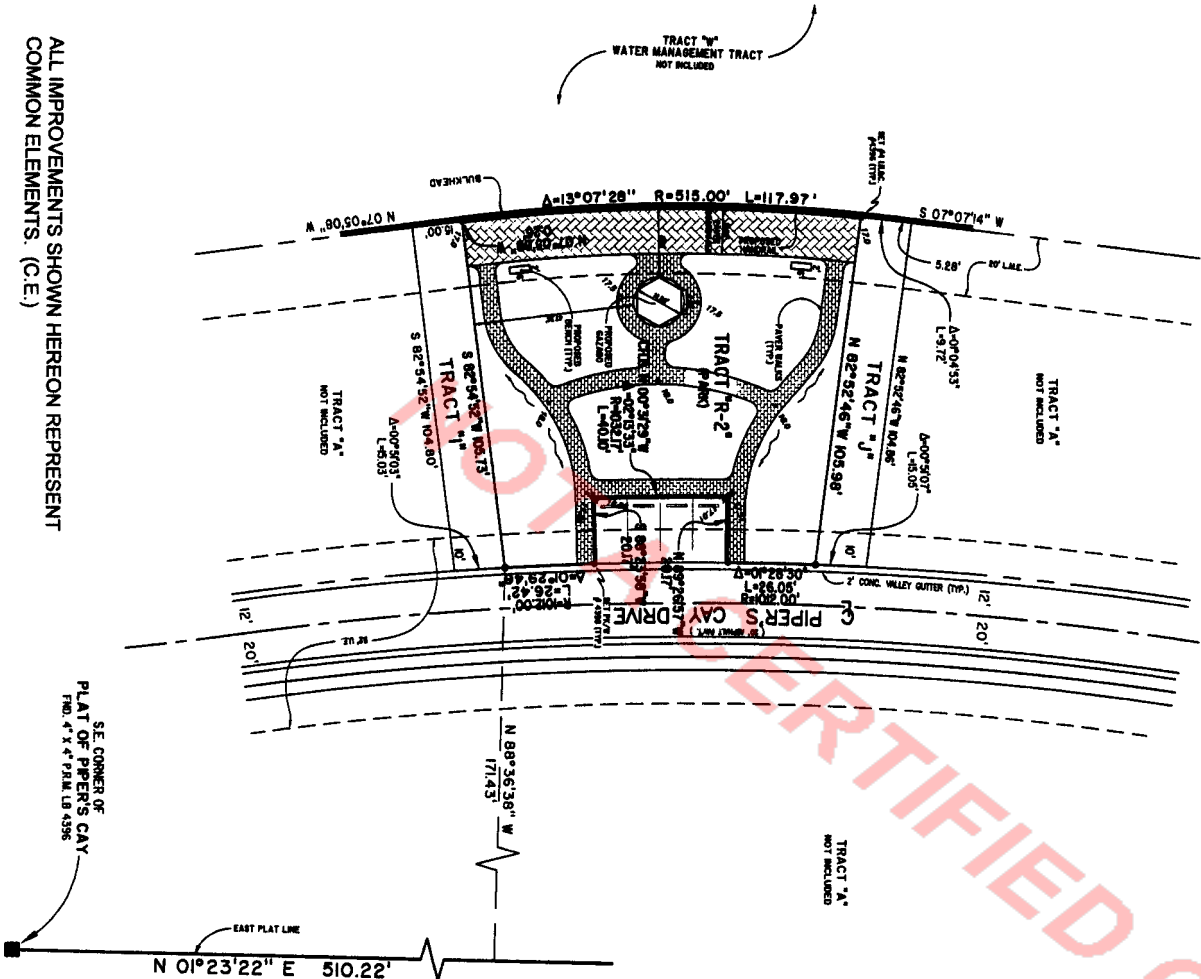
CERTIFIED TO: PIPER'S CAY, LLC.

UNLESS THIS DOCUMENT BEARS THE ORIGINAL  
SIGNATURE AND RAISED SEAL OF THE SURVEYOR  
A MAPPER SHOWN HEREON THIS DOCUMENT IS  
NOT VALID AND IS FOR INFORMATIONAL PURPOSES  
ONLY.

DATE: 7/18/16  
LAST FIELD DATE

CRAIG A. PUSEY, Jr.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5019

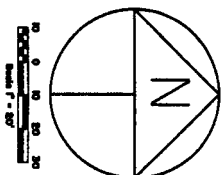
NOTE:  
ALL IMPROVEMENTS SHOWN HEREON REPRESENT  
COMMON ELEMENTS. (C.E.)



Landmark Surveying & Mapping Inc.		42	
1850 Forest Hill Boulevard		42	
Palm Beach, Florida 33480		42	
Phone (561) 433-4100 Fax (561) 433-3882		42	
E-mail info@landmark-surveying.com		42	
Web www.landmark-surveying.com		42	
PIPER'S CAY		42	
BOUNDARY SURVEY TRACT "R-2"		42	
L.S. # 4396		42	
F0259		42	







# PIPER'S CAY

## BOUNDARY SURVEY/PLOT PLAN-TRACT "O-1" AND "O-2"

**LEGAL DESCRIPTION**  
TRACT "O-1" AND "O-2" OF THE PLAT OF "PIPER'S CAY", BEING 0.17 ACRES, MORE OR LESS, TRACT "O-1" BEING 0.15 ACRES, MORE OR LESS, AND TRACT "O-2" BEING 0.02 ACRES, MORE OR LESS, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

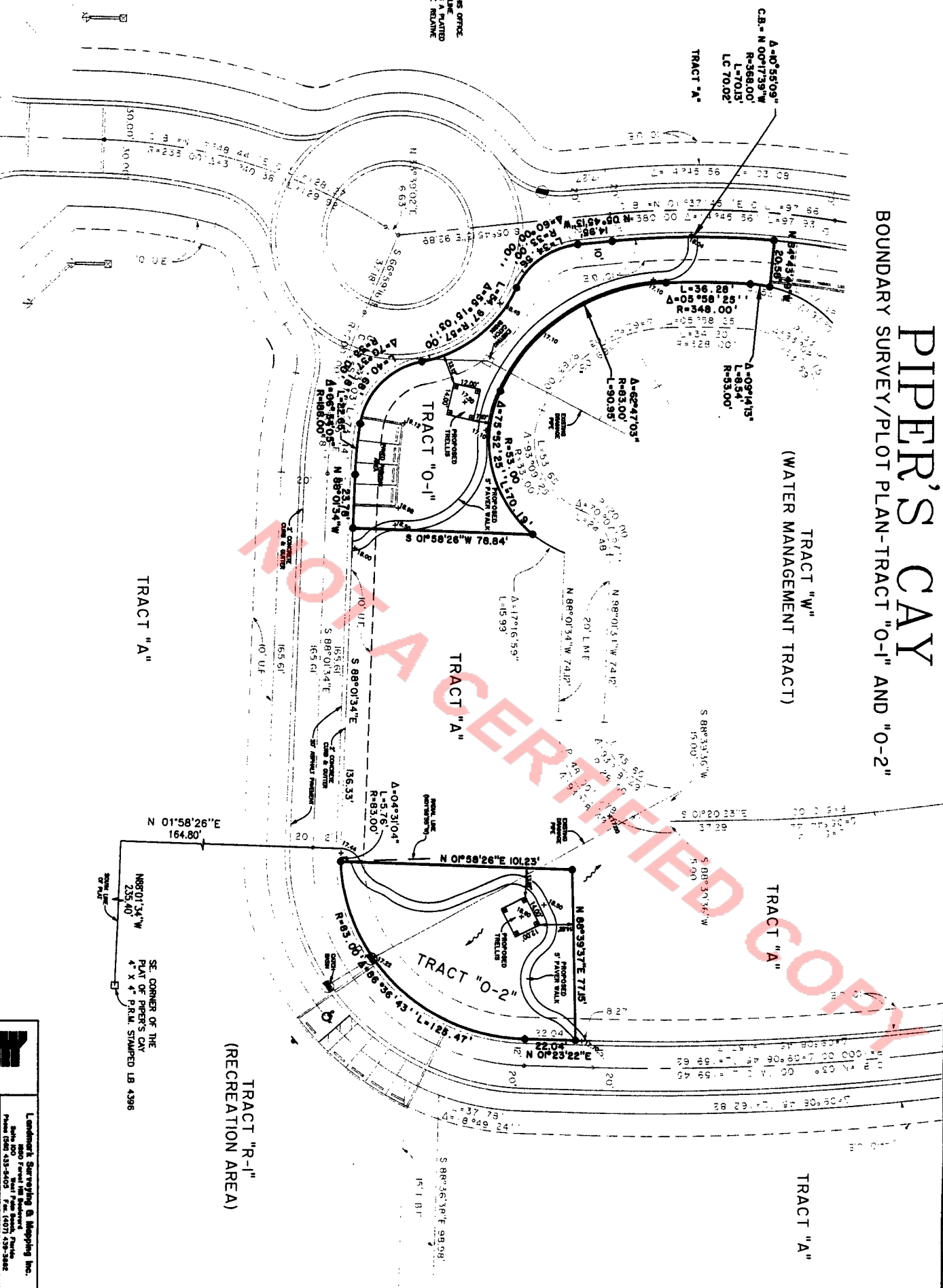
TRACT "O-1" CONTAINING 0.17 ACRES, MORE OR LESS.  
TRACT "O-2" CONTAINING 0.02 ACRES, MORE OR LESS.

- NOTES:**
- 1) NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
  - 2) BEARINGS AS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF TRACT "O-1", BEING 0.15 ACRES, MORE OR LESS, TRACT "O-1" BEING 0.15 ACRES, MORE OR LESS, TRACT "O-2" BEING 0.02 ACRES, MORE OR LESS, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
  - 3) PROPERTY LIES WITHIN FLOOD ZONE "B".
  - 4) 100 YEAR STORM ELEVATION = 18.50

- LEGEND:**
- P.C.P. = PERMANENT CONTROL POINT
  - P.A.M. = PERMANENT REFERENCE MONUMENT
  - O.R.B. = OFFICIAL RECORD BOOK
  - P.B. = PLAT BOOK
  - P.S. = PLAT BOOK
  - O.B. = DEED BOOK
  - P.A.C. = PALM BEACH COUNTY
  - N/W = RIGHT OF WAY
  - C. = CONTIGUOUS
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - R. = RAILROAD
  - L. = ARC LENGTH
  - Δ = CURVE CENTRAL ANGLE
  - = DEPOSITS SET 3/4" FROM ROAD & CURVE L&B CURVE
  - L.B.E. = LANDSCAPE BUFFER EASEMENT

UNLESS THIS DOCUMENT BEARS THE SIGNATURE OF THE SURVEYOR, IT IS NOT VALID FOR ANY PURPOSES.

DATE: 7/1/06  
SIGNATURE: [Signature]  
DATE: 9/29/06  
LAST FIELD DATE: 9/29/06

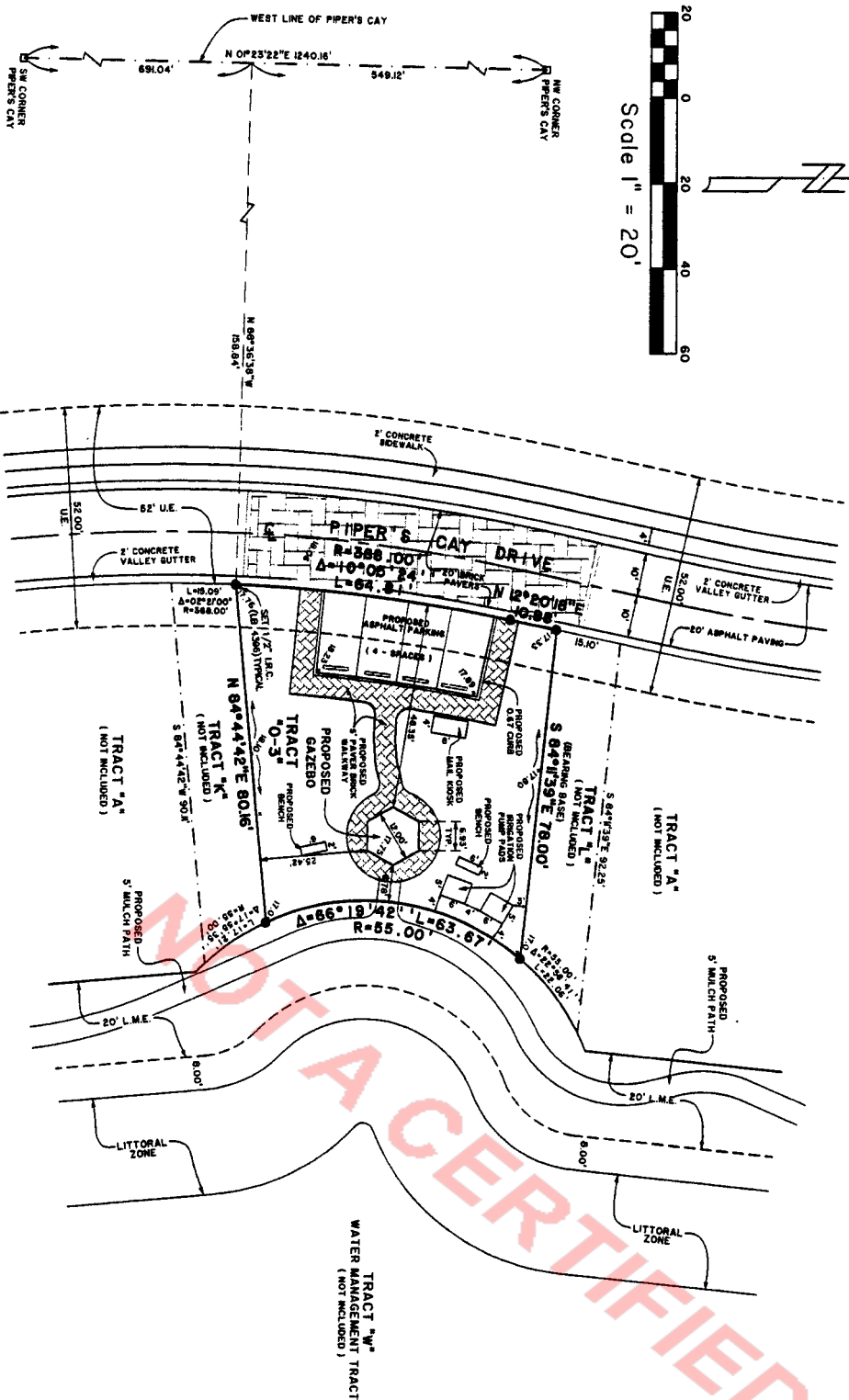


NOTE: ALL IMPROVEMENTS SHOWN HEREON REPRESENT COMMON ELEMENTS. (C.E.)

Landmark Surveying & Mapping Inc. Suite 200, 17001 SW 11th Ave, Fort Lauderdale, FL 33309 Phone (954) 335-4400 Fax (954) 335-3882	
PROJECT NO.	2629
DATE	7/1/06
BY	44
CHECKED BY	
DATE	
SCALE	AS SHOWN
PROJECT NAME	PIPER'S CAY
TRACT	TRACT "O-1" AND "O-2"
TRACT NO.	2629



LEGAL DESCRIPTION  
TRACT "0-3" OF THE PLAT OF PAPER'S CAY, AS RECORDED IN  
PLAT BOOK 106, PAGES 168 THROUGH 171. PUBLIC RECORDS  
OF PALM BEACH COUNTY, FLORIDA.  
CONTAINING 0.115 ACRES MORE OR LESS.



- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) BEARINGS AS SHOWN HEREON ARE BASED UPON THE NORTHERLY LINE OF TRACT "D-5," PEERY'S CAY, AS RECORDED IN PLAT 106, PAGES 168 - 171, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A PLATTED BEARING OF SOUTH 84°11.39' EAST.
- 3) MINIMUM FINISHED FLOOR ELEVATION = 17.75
- 4) ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

CERTIFY TO: PAPER'S CAY, LLC

DATE, LAST FIELD WORK: 8/11/06

SIGNATURE DATE: 8/14/06

*W.S.P.*


GRASS S. RUSSEY  
OPERATIONS SUPERVISOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5019

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE  
AND BASED SEAL OF THE SURVIVOR ABOVE.

**NOTE: ALL IMPROVEMENTS SHOWN HEREON REPRESENT COMMON ELEMENTS. (C.E.)**

NO.	BY	DATE

REVISIONS

			
<b>Landmark Surveying &amp; Mapping Inc.</b> 1650 Forest Hill Boulevard West Palm Beach, Florida Phone (561) 433-5405 Fax. (561) 439-5882			
FIELD	A.M.	FIELD BOOK	***
CHECKED	C.S.F.	DATE	***
DRAWN	L.C.B.	CADD FILE	
		REVISIONS	
		SCALE	
		1" = 20'	
		DATE	
		AUGUST, 2006	
SHEET NO.			45
BOUNDARY SURVEY		LB #	4336
PAPER 3" x 5"		FILE NO.	2629
TRACT "O-3"			

**EXHIBIT "B"**

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

Each Unit . . . . . 1/177

**All Units (177 x 1/177) . . . . . 100%**

NOT A CERTIFIED COPY

**EXHIBIT "C"**

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**PIPER'S CAY ASSOCIATION, INC.**  
**(a Florida corporation not for profit)**

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of PIPER'S CAY ASSOCIATION, INC., a Florida corporation not for profit, which was originally incorporated under the same name on December 22, 2004 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Piper's Cay Association, Inc. shall henceforth be as follows:

**ARTICLE I**

**NAME AND ADDRESS**

The name of the corporation is PIPER'S CAY ASSOCIATION, INC., and its mailing address is c/o 4227 Northlake Boulevard, Palm Beach Gardens, Florida 33410.

**ARTICLE II**

**DEFINITIONS**

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

**ARTICLE III**

**PURPOSE AND POWERS**

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of Piper's

---

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

Cay, a Condominium located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer.

Section 3.2 Powers and Duties.

- A. General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the Condominium Act and corporate act and such powers as limited or modified by the provisions of Section 3.2.C below. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Condominium, the Units included, and Association property.
- B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:
1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.
  2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents.
  3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.
  4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.
  5. To reconstruct improvements after casualty.
  6. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
  7. To contract for the management, operation and maintenance of the Condominium, including surface water management system permitted by South Florida Water Management District Permit No. 50-06861-P, and to delegate any powers and duties of the

Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium and Association property.
9. Any other powers set forth in F.S. 617.0302 and the Condominium Act.

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

1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
2. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

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

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.
2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.
3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet referred to above, and the most recent year-end financial information on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.



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

#### ARTICLE IV

#### MEMBERSHIP AND VOTING IN THE ASSOCIATION

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

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

#### ARTICLE V

#### DIRECTORS

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

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing

under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Owners, when such approval is specifically required in the Law or Condominium Documents.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

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

Michael F. Aranda	4227 Northlake Boulevard Palm Beach Gardens, Florida 33410
Michelle L. Sides	4227 Northlake Boulevard Palm Beach Gardens, Florida 33410
Michael D. Aranda	4227 Northlake Boulevard Palm Beach Gardens, Florida 33410

#### ARTICLE VI

#### OFFICERS

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

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

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

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Michael F. Aranda	4227 Northlake Boulevard Palm Beach Gardens, Florida 33410
Vice President	Michelle L. Sides	4227 Northlake Boulevard Palm Beach Gardens, Florida 33410

Secretary/Treasurer

Michael D. Aranda

4227 Northlake Boulevard  
Palm Beach Gardens, Florida 33410

---

ARTICLE VII

---

BY-LAWS

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

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

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

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

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

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and

page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

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

- A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.
- C. Except for matters under F.S. 718.110(4) and 718.110(8): The Developer shall be permitted to unilaterally amend these Articles, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer holds any Unit in the ordinary course of business, no amendment which would be detrimental to sales of Units by the Developer or which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

#### ARTICLE IX

##### TERM

The term of the Association shall be perpetual.

#### ARTICLE X

##### REGISTERED AGENT AND REGISTERED OFFICE

Prior to filing these Amended and Restated Articles, the Registered Agent for the Association is Spiegel & Utrera, P.A., and the Registered Office is 1840 SW 22 Street, 4<sup>th</sup> Floor, Miami, Florida 33145. The Registered Agent and Registered Office shall be changed to Michelle L. Sides, 4227 Northlake Boulevard, Palm Beach Gardens, Florida 33410.

ARTICLE XI

DISSOLUTION OF THE ASSOCIATION

If the Association is dissolved, the surface water management system property containing the surface water management system and water management portions of Common Elements shall be conveyed to an agency of local government determined to be acceptable by the South Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system property containing the surface water management system and water management portions of Common Elements shall be dedicated to a similar non-profit corporation.

CERTIFICATE OF ADOPTION OF THE AMENDED  
AND RESTATED ARTICLES OF INCORPORATION

THE UNDERSIGNED, being the duly elected and acting president of PIPER'S CAY ASSOCIATION, INC., hereby certifies that the foregoing was approved by a majority of the entire membership of the Board of Directors on December 28, 2004, at a special board meeting called for the purpose, with quorum present; and was approved by a majority of the voting interests of all the members of the Association accomplished at an Owners' meeting, held on December 28, 2004, called for the purpose, with quorum present. The number of votes was sufficient for approval.

The foregoing both amend and restate the Articles of Incorporation in their entirety.

EXECUTED this 28 day of December, 2004.

WITNESSES:

Sign [Signature]  
Print STEPHEN CARROLL  
Sign [Signature]  
Print Michelle L. Sides

PIPER'S CAY ASSOCIATION, INC.

By: [Signature]  
President

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 28 day of December, 2004, before me personally appeared MICHAEL F. ARANDA, president of PIPER'S CAY ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the



instrument is the act and deed of the Corporation.

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



NOTARY PUBLIC:

Sign:

Print:

*[Handwritten Signature]*  
Michelle L. Sides

NOT A CERTIFIED COPY

SPEIGEL & UTRERA, P.A.

(Requestor's Name)

1840 SOUTHWEST 22 STREET, 4TH FLOOR

MIAMI, FL 33145 - (305) 854-6000

2004 DEC 22 PM 12: 24

DEPARTMENT OF STATE  
TALLAHASSEE FLORIDA

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. PIPER'S CAY ASSOCIATION, INC

(Corporation Name)

(Document #)

2.

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

☐ Walk-In

☐ Pick up time ASAP

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

**NEW FILINGS**

<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

**OTHER FILINGS**

<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

**AMENDMENTS**

<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

**REGISTRATION/  
QUALIFICATION**

<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

**EXHIBIT "D"**

**BY-LAWS**

**OF**

**PIPER'S CAY ASSOCIATION, INC.**

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

Section 1. **GENERAL**. These are the By-Laws of PIPER'S CAY ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

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

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

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

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

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

2.3 **Termination of Membership**. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have

against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

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

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

### Section 3. MEMBERS MEETINGS.

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

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

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

- A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.
- B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interests of the Members.

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

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:
  - 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
  - 2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

### 3.5 Notice of Members' Meetings.

- A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.
- B. Annual and Special Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Member at his address as it appears on the books of the Association. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting except that the maximum notice for the annual meeting where there is an election to the Board, is thirty-four (34) days. The notice must also state the intended agenda for the meeting.



1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership.

3.6 Waiver of Notice.

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

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member at any time prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in

the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.

- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing

to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Notwithstanding the foregoing to the contrary, except as otherwise permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors. Limited proxies must be used where required by the Condominium Act. All requirements of F.S. 718.112(2)(b)(2) shall be followed.

### 3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
  - 1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
  - 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
  4. The name signed purports to be that of a pledgee, beneficial Owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
  5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the Co-Owners and the person signing appears to be acting on behalf of all the Co-Owners.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

Notwithstanding the foregoing to the contrary, no Owner shall permit any other person to vote his or her ballot in an election of Directors.

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

3.11 Quorum; Election Ballot Return.

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

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



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

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

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

#### Section 4. BOARD OF DIRECTORS; COMMITTEES.

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

##### 4.1 Number and Term of Service; Qualifications.

- A. Number. Until the Owners other than the Developer elect a majority of the Directors, the number of Directors which shall constitute the whole Board of Directors shall be three (3) persons. Beginning with the Owners meeting at which the Owners other than the Developer elect a majority of the Directors, the number of Directors shall be five (5) persons.
- B. Term. A Director shall be elected to serve for a term of one year, until his or her successor is duly elected, unless he or she sooner resigns, or is recalled.
- C. Qualifications. A Director shall be a member of the Association or his or her spouse; and in the event of a trust as Owner, then any trustee; and in the event of a corporation as Owner, then any officer; and in the event of a business named partnership as Owner, then any general partner; the Association shall be permitted to obtain reasonable documentation from an Owner whose Unit is so owned, indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of a felony in the United States and has not had his or her voting rights restored in the jurisdiction of his or her residency is not eligible to serve on the Board of Directors.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be

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

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

1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.
2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of

Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.

3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

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

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

- A. By Written Agreement. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.
- D. Proviso. Notwithstanding the foregoing to the contrary: Any vacancies due to the resignation or death of a Developer appointed Director shall be filled by the Developer, and no Director appointed by the

Developer shall be subject to recall by the Owners. Any vacancy so filled by the Developer may be done so without the necessity of any Board meeting or reference in the minutes of a Board meeting.

4.5 Vacancies on the Board.

- A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.
- B. Vacancy In Connection with Recall.
1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
  2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.
  3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.
  4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election, shall be as set forth in applicable Administrative Rules.



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

1. Directors elected or appointed by Owners other than the Developer shall be subject to recall by only Owners other than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by Owners other than the Developer shall be counted.
2. Directors elected or appointed by the Developer shall be subject to recall by only the Developer. Voting interests owned or controlled by Owners other than the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by the Developer shall be counted.
3. Subject to the entitlement of representation provisions of Section 718.301, Florida Statutes, only the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Units owned by the Developer. Only Owners other than the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Owners other than the Developer.

#### 4.6 Meetings of the Board of Directors.

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

#### 4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the

same day of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. Notice to Members.
1. Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, except in an emergency.
  2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, discussed or approved shall be mailed or delivered to the Members and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association. In addition, notice of Board meetings may be given by e-mail or facsimile if consented to in writing by the Owner concerned.
- D. Agenda. The notice of any Board meeting shall identify all agenda items. Notice of any meeting at which assessments against Owners

are to be considered for any reason shall contain a statement that assessments will be considered and the nature of any such assessments.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.
- C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:
  - 1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
  - 2. He or she votes against or abstains from the action taken due to an asserted conflict of interest. An abstention for any other reason shall be considered an affirmative vote.
- D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must

be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

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

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

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

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

4.12 Joinder in Meeting by Approval of Minutes. A Board member may submit in writing his or her agreement or disagreement with any action taken at a Board meeting that the Board member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

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

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

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

4.16 Transfer of Board Control. Under F.S. 718.301(1), when Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association, the Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the Board members. F.S. 718.301(1) provides for when the Owners other than the Developer are entitled to elect a majority of the members of the Board. All of these instances are as follows: At the earliest of the following events: Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed



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

## Section 5. OFFICERS.

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

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

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

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

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

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

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to

reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

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

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run from January 1<sup>st</sup> through December 31<sup>st</sup> of each year, until the Board votes to change same. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(21)(c), only if applicable, as more fully set forth in the Administrative Rules as amended from time to time. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.
- B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, received by the Board within 21 days after the adoption of the annual budget, shall call a special meeting of the Owners within sixty (60) days after adoption of the annual budget upon not less than fourteen (14) days written notice to each Owner. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum

is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.

- C. Notwithstanding the foregoing to the contrary, as long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than 115% of the prior year's assessments without approval of a majority of all of the voting interests of the Association.

## 7.2 Reserves.

- A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the estimated remaining life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time. These reserves shall be fully funded unless a majority of the voting interests of those Members present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing

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

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



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

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

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

7.6 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the



Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

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

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

7.8 Fiscal Year. The fiscal year for the Association shall be from January 1<sup>st</sup> through December 31<sup>st</sup> of each year, unless otherwise voted by the Board of Directors from time to time.

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

## Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines on any Owner and Unit for any violations of the Declaration, By-Laws and Rules and Regulations; as amended from time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc. Provided, however, no fine shall be levied if the Committee referenced below votes not to levy a fine.

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

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

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

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

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

8.6 Hearing Before Committee of Owners.

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

- B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine may be levied without further advance warning.
- C. The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by the Board of Directors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of Owners executed the petition. Once

certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision \_\_\_\_\_ for present text."

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

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

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

- A. An amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as

resolved by the Board of Directors. This Section 11.5.C of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

- C. Except for matters under F.S. 718.110(4) and 718.110(8): The Developer shall be permitted to unilaterally amend these By-Laws, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer holds any Unit in the ordinary course of business, no amendment which would be detrimental to sales of Units by the Developer or which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

## Section 12. INDEMNIFICATION.

12.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:



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

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

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

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

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

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

Section 16. WRITTEN INQUIRIES. When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Board requests advice from the Division, the

Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

Section 17. INCORPORATION. All provisions of F.S. 718.112(2)(a) through (m) are deemed to be included in these By-Laws.

DATED THIS 15 DAY OF SEPTEMBER, 2006.

PIPER'S CAY ASSOCIATION, INC.

By: 

\_\_\_\_\_  
President



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
STANDARD GENERAL PERMIT NO. 50-06861-P  
DATE ISSUED: March 22, 2005**

Form #0941  
08/95

**PERMITTEE:** PIPER'S CAY LLC  
4227 NORTHLAKE BLVD  
PALM BEACH GARDENS, FL 33410

**PROJECT DESCRIPTION:** Construction and operation of a surface water management system to serve a 18.63-acre residential development known as PiperCay (Wyndam II PUD).

**PROJECT LOCATION:** PALM BEACH COUNTY, SEC 2 TWP 44S RGE 42E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 041210-9, dated December 10, 2004. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

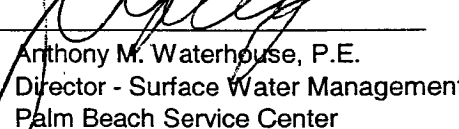
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6 ),
3. the attached 15 Special Conditions (See Pages : 5 - 6 of 6 ) and
4. the attached 2 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 22nd day of March, 2005, in accordance with Section 120.60(3), Florida Statutes.

BY:   
Anthony M. Waterhouse, P.E.  
Director - Surface Water Management  
Palm Beach Service Center

Certified mail number 7002 3150 0000 8126 6052

Page 1 of 6

**EXHIBIT "E"**

## GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and

## GENERAL CONDITIONS

maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of

### GENERAL CONDITIONS

ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

NOT A CERTIFIED COPY



### SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on March 22, 2010.
2. Operation of the surface water management system shall be the responsibility of PIPER'S CAY, A CONDOMINIUM. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
  
1-4.83' WIDE SHARP CRESTED weir with crest at elev. 17.75' NGVD.  
1-.5' W X .5' H TRIANGULAR ORIFICE with invert at elev. 13' NGVD.  
  
Receiving body : LWDD L-6 Canal  
Control elev : 13 feet NGVD.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation: BASIN: Site - 18.50 feet NGVD.
13. Minimum road crown elevation: Basin: Site - 16.28 feet NGVD.
14. The operable structure shall remain locked at all times unless specific approval is granted by the Lake Worth Drainage District (LWDD) for its operation. At no time shall the structure be operated to bypass the water quality detention requirements or to lower the lake levels below the permitted control elevation for the project. If for whatever reason, it is determined that the permittee has not complied with the directives of the LWDD, and/or has operated the structure contrary to the intended purpose of an emergency outflow

### SPECIAL CONDITIONS

(when canal conditions permit), the structure shall be modified to permanently prevent operation of the structure. In addition, the structure shall be equipped with a locking mechanism to prevent unauthorized use. A staff gage shall be installed upstream of the structure so that lake levels within the project can be quickly determined.

15. Concurrent with submission of the construction completion certification (as required by General Condition No. 6), the permittee shall provide the following information pertaining to the as-built condition of the operable water control structure:

- 1) One (1) digital photograph of the operable water control structure (.jpg format).
- 2) GPS Coordinates of the center of the operable water control structure referenced to US State Plane 1983, Florida East 0901. (MSWord or MSEXcel)
- 3) Description of as-built geometry of the operable water control structure (MSWord or MSEXcel).
- 4) Narrative describing the access to and location of the operable water control structure (MSWord).

All of the information listed above shall be submitted in electronic form (e-mail, cd or floppy disk) to the Environmental Resource Compliance Division (MSC4230) and reference the Application No. 041210-9- and Permit No. 50-06861-P.

**40E-4.321 Duration of Permits**

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government's development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
  2. staff takes action on an application for extension of a standard general permit.
- (b) Installation of the project outfall structure shall not constitute a vesting of the permit.
- (3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purposes of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

Included with this letter/permit is a brochure from the Florida Department of Environmental Protection (DEP) on Florida's National Pollutant Discharge Elimination System (NPDES) program for construction activities. As the brochure indicates, the U.S. Environmental Protection Agency authorized the DEP in October 2000 to implement the NPDES stormwater permitting program in Florida. The District is assisting DEP by distributing this information to entities which may be subject to regulation under the NPDES program. No response to the District is required.

**A "Generic Permit for Stormwater Discharge from Construction Activities that Disturb Five or More Acres of Land" is required for a construction activity which contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system and disturbs five or more acres of land. A permit is required for less than five acres if the activity is part of a larger common plan of development or sale that will meet or exceed the five acre threshold.**

**The permit required under DEP's NPDES stormwater permitting program is separate from the Environmental Resource Permit required by the District. Receiving a permit from the District does not exempt you from meeting the NPDES program requirements.**

If you have any questions on the NPDES program, there are DEP phone numbers, mailing addresses and internet web page addresses in the brochure. The DEP web site, at [www.dep.state.fl.us/water/stormwater/npdes/](http://www.dep.state.fl.us/water/stormwater/npdes/), provides information associated with the NPDES program including all regulations and forms cited in the brochure.

## NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **Petition for Administrative Proceedings**

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order: If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resource Permit: Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order: A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action: A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment, and Withdrawal: If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by



any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

#### **CIRCUIT COURT**

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

#### **DISTRICT COURT OF APPEAL**

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### **LAND AND WATER ADJUDICATORY COMMISSION**

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### **PRIVATE PROPERTY RIGHTS PROTECTION ACT**

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

#### **LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION**

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

#### **MEDIATION**

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or



publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

#### VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:

Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

#### 28-106.201

#### INITIATION OF PROCEEDINGS

(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

Revised August, 2000

**28-106.301 INITIATION OF PROCEEDINGS**  
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (e) A demand for relief.

**28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL**

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
  - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
  - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217**

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

**28-107.005 EMERGENCY ACTION**

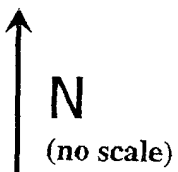
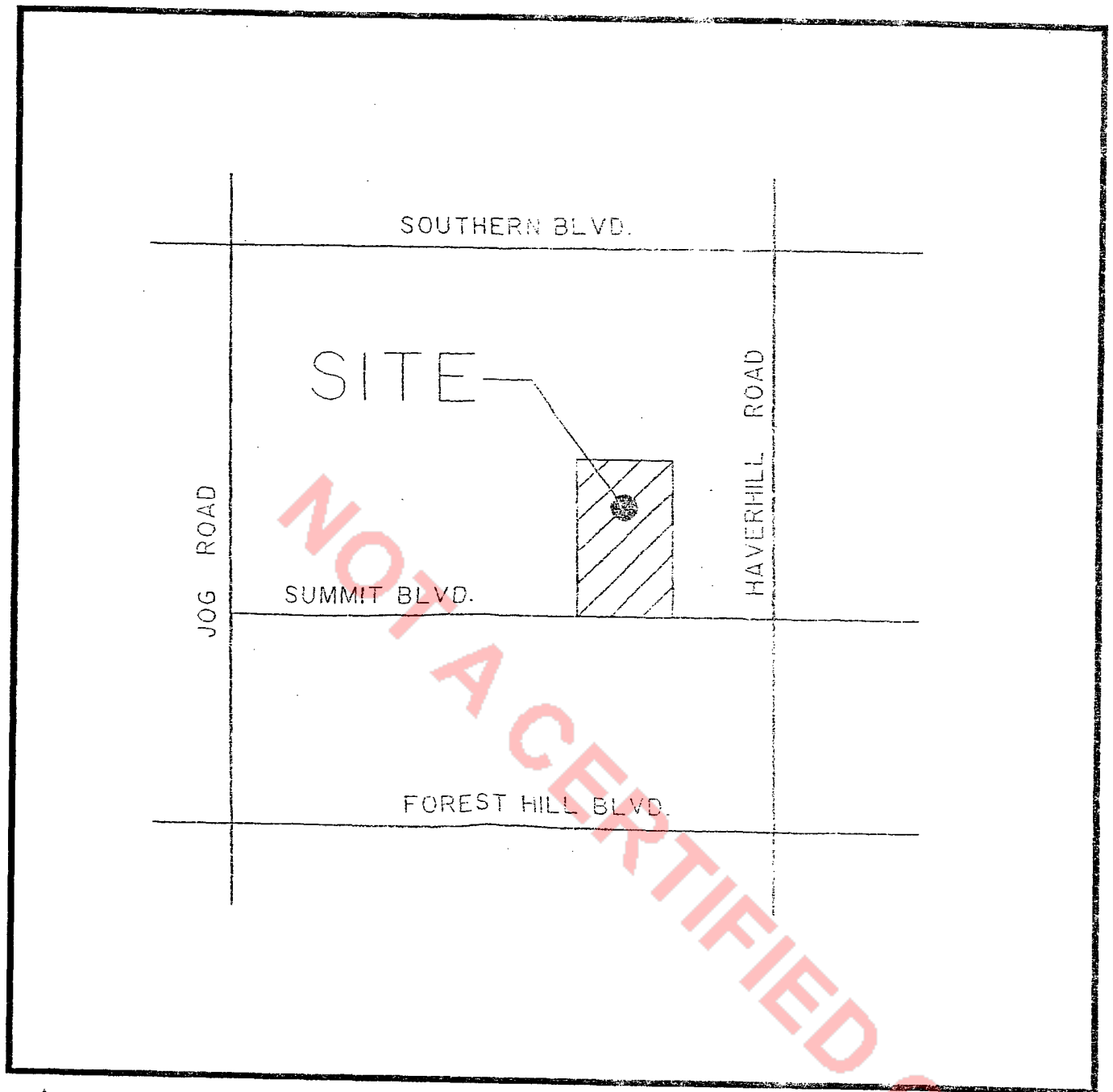
- (1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.
- (2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57. and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public-water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.



**Piper's Cay (Wyndam II PUD)  
LOCATION MAP**

Application 041210-9

Exhibit 1



MICHAEL B. SCHORAH  
& ASSOCIATES, INC.  
ENGINEERS • DEVELOPMENT CONSULTANTS • PLANNERS  
100 N.W. 25th St.  
Fort Lauderdale, FL 33304  
TEL (954) 584-0770  
FAX (954) 584-0771  
PORTER HILL, FL 33408

# MASTER DRAINAGE PLAN

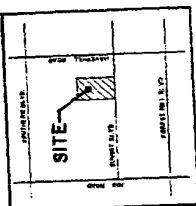
PIPER'S CAY  
WYNDHAM II PUD

PROJECT:

DESCRIPTION:

DATE: 11/11/03	BY: M.B.S.
SCALE: 1" = 50'	REVISIONS:
DATE: 11/11/03	BY: M.B.S.
DATE: 11/11/03	BY: M.B.S.
DATE: 11/11/03	BY: M.B.S.
DATE: 11/11/03	BY: M.B.S.
DATE: 11/11/03	BY: M.B.S.
DATE: 11/11/03	BY: M.B.S.
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DATE: 11/11/03	BY: M.B.S.

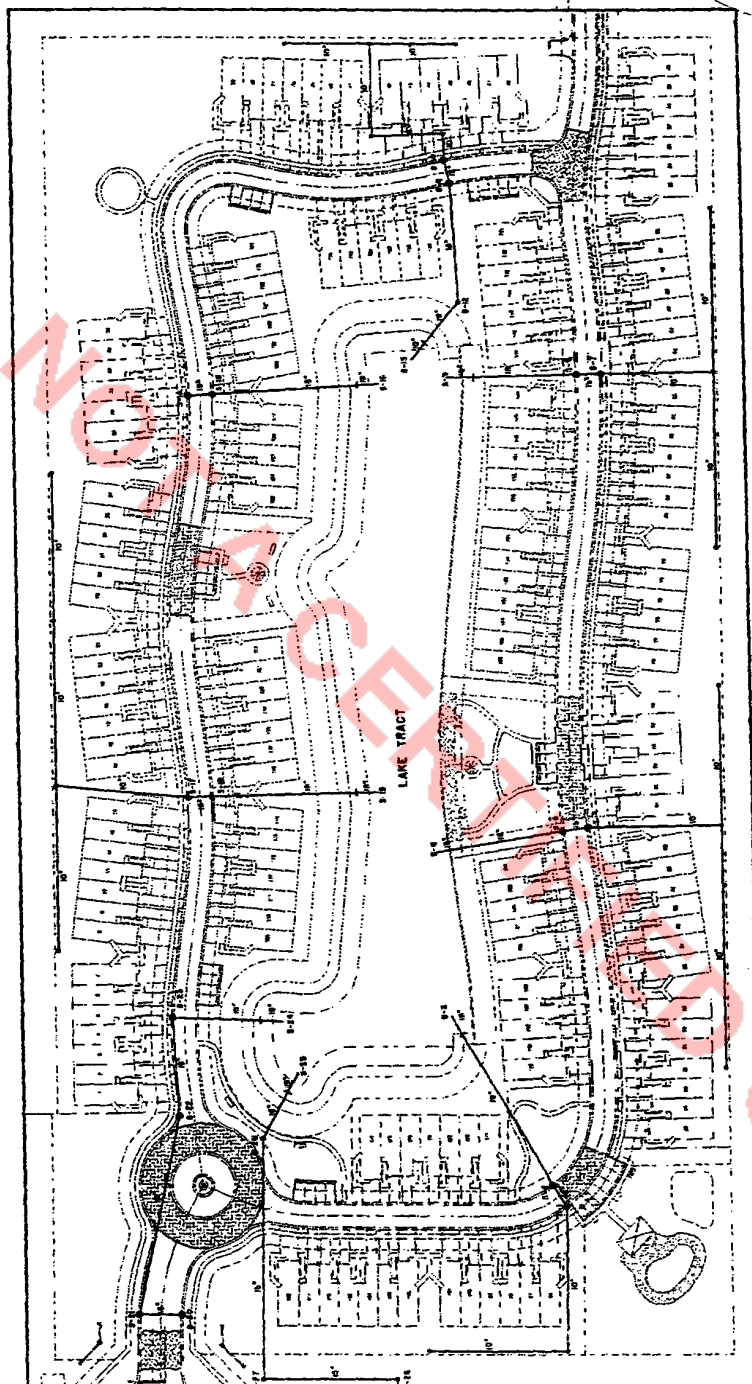
SHEET NO. 2  
OF 8C



LOCATION MAP



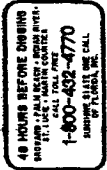
GRAPHIC SCALE (1" = 80')



48 HOURS BEFORE DRIVING  
CALL FOR A FREE  
1-800-432-4770  
FOR A FREE  
1-800-432-4770

EXHIBIT 2.1







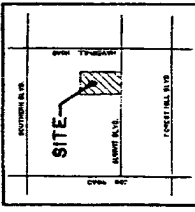


**MICHAEL B. SCHORAH & ASSOCIATES, INC.**  
DESIGNERS • ENGINEERS • PLANNERS  
10000 W. BEACH BLVD., SUITE 200  
WEST PALM BEACH, FLORIDA 33411  
TEL: (561) 840-1170  
FAX: (561) 840-1171

**PIPER'S CAY**  
WYNDAM II P.D.  
PAVING AND DRAINAGE PLAN

PROJECT:	DESCRIPTION:
DATE: 11/11/00	SCALE: 1" = 40'
DRAWN BY: J. TRICK	CHECKED BY: J. TRICK
APPROVED BY: J. TRICK	DATE: 11/11/00

SHEET NO. **1234**  
**6**  
OF 80



LOCATION MAP  
NOT TO SCALE

- LEGEND**
- STRUCTURE NUMBER, TYPE AND SIZE OF LARGER THAN 12" x 12" x 12"
  - GATE ELEVATION
  - ROCKET AND ORIENTATION
  - FINISHED FLOOR ELEVATION
  - TOP OF PAVEMENT ELEVATION
  - WET TYPE 'V'
  - WET TYPE 'C'
  - YARD DRAIN
  - MANHOLE
  - STOP/STREET SIGN LOCATION
  - ENTRANCE ELEVATION
  - CONCRETE COLLAR
  - CONCRETE PAD OR ROYALK
  - INTERLOCKING PAVEMENT BLOCKS

GROUND FLOOD ELEVATIONS	
1.0% FLOOD	14.82
2.0% FLOOD	14.82
5.0% FLOOD	14.82
10.0% FLOOD	14.82
25.0% FLOOD	14.82
50.0% FLOOD	14.82

**48 HOURS BEFORE DRAINING**  
PHONE: 1-800-432-4770  
FAX: 1-800-432-4770  
WWW.MBSA.COM

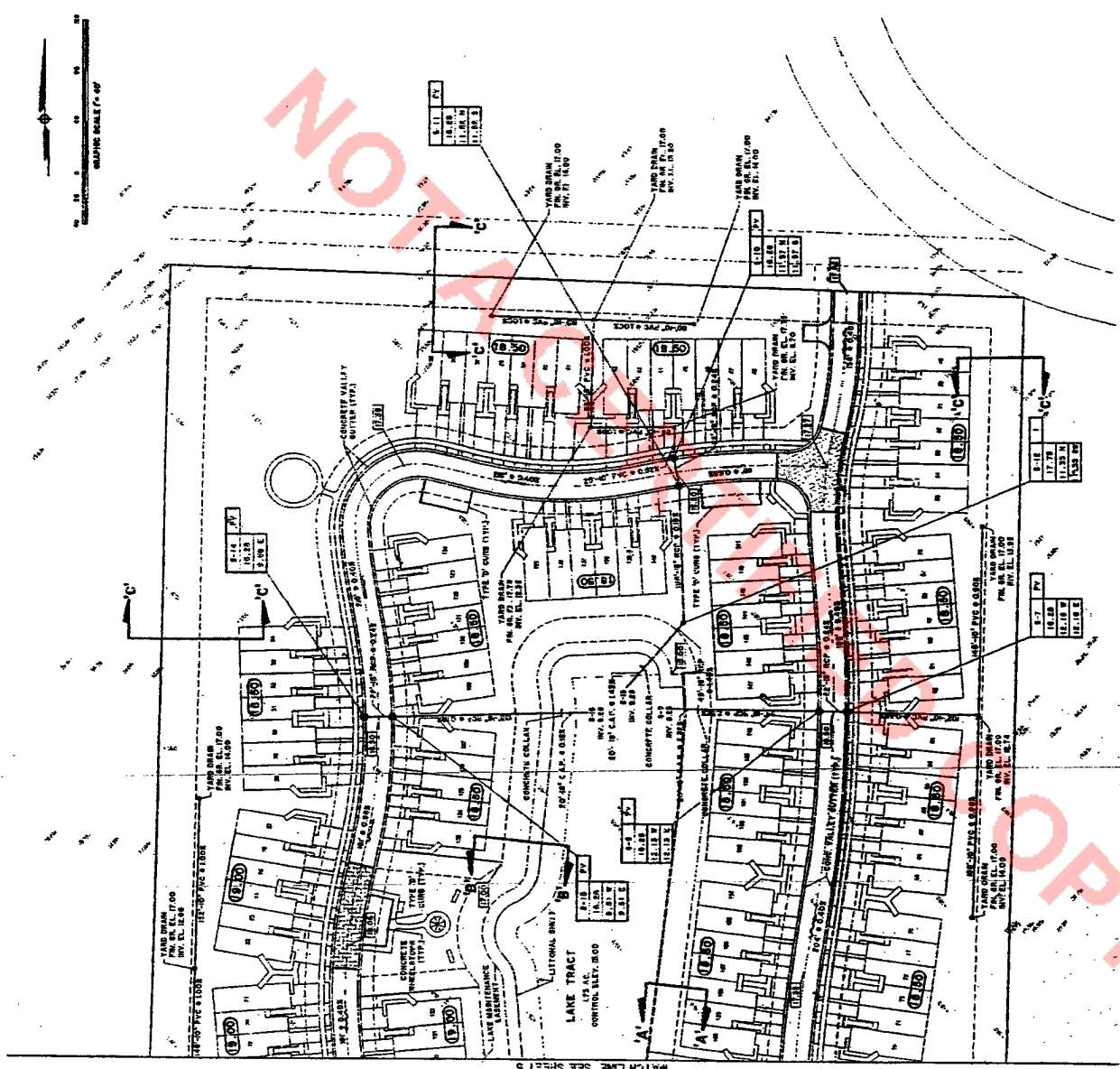


EXHIBIT 2.3

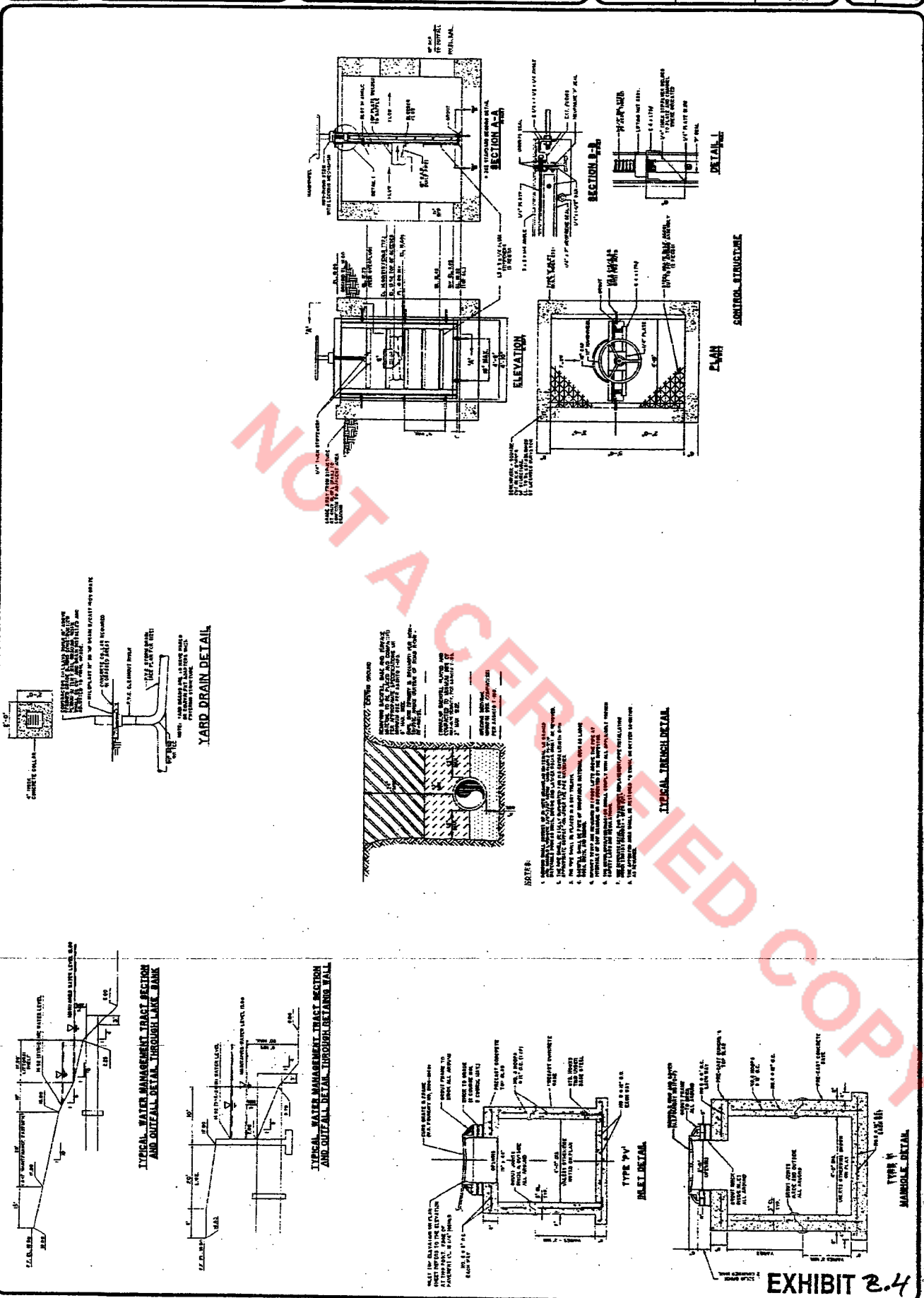


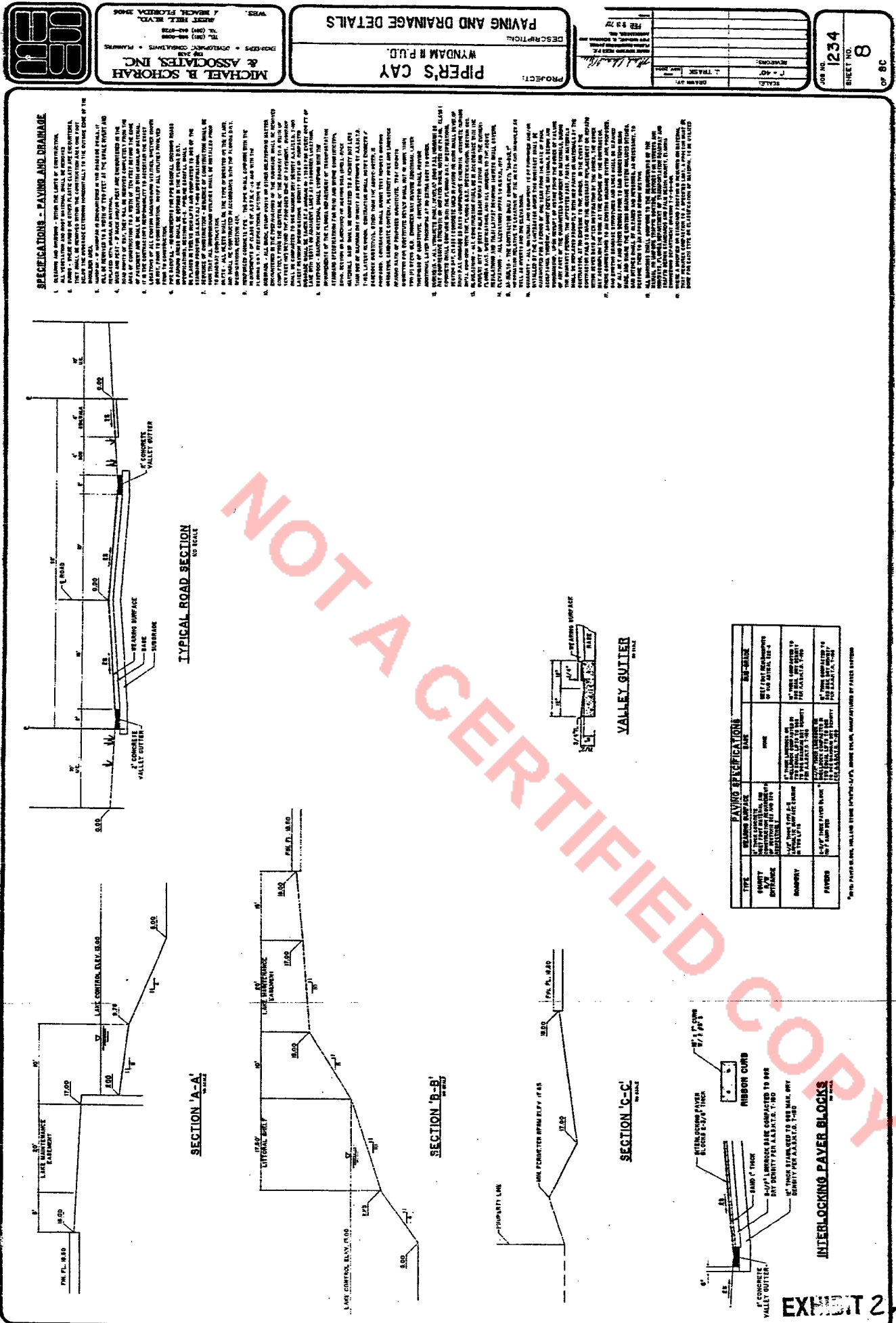
MICHAEL B. SCHORAH  
& ASSOCIATES, INC.  
ENGINEERS • ARCHITECTS • PLANNERS  
100 WEST 10TH STREET, SUITE 200  
NEW YORK, N.Y. 10011  
TEL. (212) 512-1000  
FAX (212) 512-1001

PROJECT: PIPER'S CAY  
WYOMING P.U.D.  
DESCRIPTION: PAVING AND DRAINAGE DETAILS

DATE: 10/1/83	BY: MBS
CHECKED: MBS	DATE: 10/1/83
SCALE: N.T.S.	DATE: 10/1/83
DRAWN BY: MBS	DATE: 10/1/83

SHEET NO. 7  
JOB NO. 1234  
OF 8C





Last Date For Agency Action: 09-APR-2005

**GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT**

**Project Name:** Piper'S Cay (Wyndam li Pud)

**Permit No.:** 50-06861-P

**Application No.:** 041210-9

**Associated File:** 050218-10 WU

**Application Type:** Environmental Resource (New General Permit)

**Location:** Palm Beach County, S2/T44S/R42E

**Permittee :** Piper'S Cay Llc

**Operating Entity :** Piper'S Cay, A Condominium

**Project Area:** 18.92 acres

**Project Land Use:** Residential

**Drainage Basin:** C-51 EAST

**Receiving Body:** LWDD L-6 Canal

**Class:** CLASS III

**Special Drainage District:** Lake Worth Drainage District

**Conservation Easement To District :** No

**Sovereign Submerged Lands:** No

**PROJECT PURPOSE**

This application is a request for an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve an 18.93-acre residential development known as Piper's Cay (Wyndam II PUD). Staff recommends approval with conditions.

## **PROJECT EVALUATION:**

### **PROJECT SITE DESCRIPTION:**

The site is located on the north side of Summit Boulevard, west of Haverhill Road, consisting of 18.93 acres in Section 2, Township 44, Range 42, Palm Beach County. There are no wetlands or other surface waters located within or affected by the proposed project.

### **PROPOSED PROJECT:**

This application is a request for the construction and operation of a surface water management system to serve an 18.93-acre residential development known as Piper's Cay (Wyndam II PUD). The proposed surface water management system will consist of inlets, culverts and swales to direct runoff into a wet detention area which will provide water quality treatment and attenuation prior to discharge into the LWDD L-6 Canal through a proposed control structure. The applicants engineer submitted calculations to demonstrate that the proposed project will met the compensating storage requirements for projects located in the C-51 Basin.

### **LAND USE:**

#### **Construction:**

#### **Project:**

#### **Total Project**

Building Coverage	3.87	acres
Lake	1.82	acres
Pavement	4.21	acres
Pervious	9.03	acres
<b>Total:</b>	<b>18.93</b>	

### **WATER QUANTITY:**

#### **Discharge Rate :**

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Discharge Storm Frequency : 10 YEAR-3 DAY

Design Rainfall : 10.2 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage ( ft, NGVD)
Site	1.03	Discharge Formula	1.1	16.94

#### **Finished Floors :**

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 15 inches

Basin	Peak Stage	Proposed Min. Finished Floors	FEMA Elevation
-------	------------	-------------------------------	----------------



Basin	Peak Stage ( ft, NGVD)	Proposed Min. Finished Floors ( ft, NGVD)	FEMA Elevation ( ft, NGVD)
Site	17.99	18.5	N/A

#### Road Design :

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 5 YEAR-1 DAY

Design Rainfall: 6.5 inches

Basin	Peak Stage ( ft, NGVD)	Proposed Min. Road Crown ( ft, NGVD)
Site	15.55	16.28

#### Control Elevation :

Basin	Area (Acres)	Ctrl Elev ( ft, NGVD)	WSWT Ctrl Elev ( ft, NGVD)	Method Of Determination
Site	18.93	13	13.00	Adjacent Canal Control Elevation

#### Receiving Body :

Basin	Str.#	Receiving Body
Site	#1	LWDD L-6 Canal

**Discharge Structures:** Note: The units for all the elevation values of structures are ( ft, NGVD)

#### Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Site	#1	1	Triangular Orifice	.5'	.5'				13

#### Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Site	#1	1	Sharp Crested	4.83'				17.75 (crest)

#### WATER QUALITY

The required water quality treatment for the project will be provided within a wet detention area prior to discharge into the LWDD L-6 Canal through a proposed control structure.

Basin	Treatment Method	Vol Req'd (ac-ft)	Vol Prov'd (ac-ft)
Site	Treatment Wet Detention	1.58	1.58

#### CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

NOT A CERTIFIED COPY

**RELATED CONCERNS:**

**Water Use Permit Status:**

The applicant has submitted Water Use application number 050218-10 for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

**Historical/Archeological Resources:**

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

**DCA/CZM Consistency Review:**

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

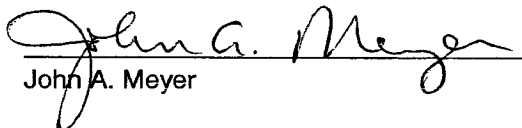
**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**

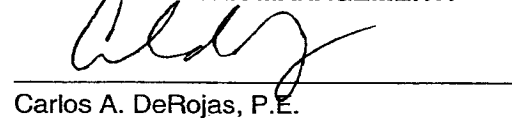
**DIVISION APPROVAL:**

**NATURAL RESOURCE MANAGEMENT:**

  
John A. Meyer

DATE: 3/18/05

**SURFACE WATER MANAGEMENT:**

  
Carlos A. DeRojas, P.E.

DATE: 3/17/05

## STAFF REPORT DISTRIBUTION LIST

PIPER'S CAY (WYNDAM II PUD)

Application No: 041210-9

Permit No: 50-06861-P

### INTERNAL DISTRIBUTION

- X Benjamin Studt - 4250
- X Jorge M. Szauer - 4220
- X Carlos A. DeRojas, P.E. - 4220
- X John A. Meyer - 4250
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Azizi - 4230
- X H. Bittaker, PBCSC - 4350
- X Permit File

### EXTERNAL DISTRIBUTION

- X Permittee - Piper'S Cay Llc
- X Engr Consultant - Michael B Schorah & Associates Inc

### GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 7 - FDEP
- X Florida Fish & Wildlife Conservation Commission - Imperiled Species Mgmt Section
- X Lake Worth Drainage District
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Mgmt
- X Palm Beach County - Health Dept
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer

### OTHER INTERESTED PARTIES

- X Rosa Durando
- X Water Catchment Area Advisory Committee - Ed Dailey
- X Water Management Institute - Michael N. Vanatta