

DECLARATION OF CONDOMINIUM  
OF  
GLENEAGLES CONDOMINIUM V

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RAINBERRY DEVELOPERS ONE COMPANY, LTD., a Florida limited partnership, its successors and assigns ("Developer") as the owner in fee simple of the "Land," as hereinafter defined, hereby makes this Declaration of Condominium of Gleneagles Condominium V ("Declaration") to be recorded amongst the Public Records of Palm Beach County, Florida, ("County") where the Land is located and states and declares.

I. SUBMISSION STATEMENT

RAINBERRY DEVELOPERS ONE COMPANY, LTD. hereby submits the "Condominium Property," hereinafter defined, to condominium ownership pursuant to Chapter 718, Florida Statutes, 1976, as amended prior to the date of the execution of this Declaration ("Act").

II. NAME

The name by which the condominium created hereunder (hereinafter referred to as the "Condominium") and the Condominium Property are to be identified is:

GLENEAGLES CONDOMINIUM V

III. LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is attached hereto and made a part hereof as Exhibit A ("Land").

IV. DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act and, for clarification, the following terms shall have the following meanings:

A. "Act" means Chapter 718, Florida Statutes, 1976, as amended prior to the date of the execution of this Declaration.

Prepared by and return to:

Gilbert Edelman, Esq.  
Administration Bldg, Century Village  
N. Haverhill Road  
W. Palm Beach, FL 33417

B. "Annual Assessment" means a share of funds required for the payment of Common Expenses which are assessed annually against a Unit Owner.

C. "Articles" means the Articles of Incorporation of the Association.

D. "Association" means Gleneagles Condominium V Association, Inc., a Florida corporation not-for-profit, responsible for the operation of the Condominium.

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

F. "Bylaws" means the Bylaws of the Association.

G. "Committed Property" means (a) those portions of Gleneagles committed to a "Land Use Classification" (as that term is defined in the Master Declaration) which are legally described in Exhibit B attached to the Master Declaration and made a part hereof; and (b) those portions of Gleneagles, if any, which may hereafter become Committed Property pursuant to the recordation of one or more "Supplements" or "Neighborhood Declarations" (as those terms are defined in the Master Declaration).

H. "Common Elements" means the portions of the Condominium Property, including the Land, not included in the Units.

I. "Common Expenses" means the expenses for which the Unit Owners are liable to the Association as set forth in various Sections of the Act and the expenses described as "Common Expenses" in the Condominium Documents, and may include:

(i) costs incurred in the operation, maintenance, repair or replacement of the Common Elements;

(ii) costs of carrying out the powers and duties of the Association;

(iii) cost of insurance;

(iv) expenses for payment of fees for cable television reception and transmission, including but not limited to, cable or satellite reception, if any, as approved by the Board; and

(v) any other expenses designated "Common Expenses" by the Board.

J. "Condominium" means the condominium created by submitting the Land and all improvements thereon to condominium ownership pursuant to this Declaration.

K. "Condominium Documents" means in the aggregate this Declaration, the Articles, Bylaws, "Gleneagles-Coventry Declaration" (as hereinafter defined), the Articles of Incorporation of Gleneagles-Coventry Property Owners Association, Inc., the Bylaws of Gleneagles-Coventry Property Owners Association, Inc., "Master Declaration" (as hereinafter defined), the Articles of Incorporation of the Corporation ("Corporation Articles"), the Bylaws of the Corporation ("Corporation Bylaws"), and all of the instruments and documents referred to therein and executed in connection with the Condominium, and the rules and regulations adopted by the Association.

L. "Condominium Property" means the Land and all improvements thereon (including the Units) submitted to the condominium form of ownership pursuant to this Declaration and all easements and rights appurtenant thereto intended for use in connection therewith.

M. "Corporation" means the Gleneagles Country Club, Inc., a Florida corporation not-for-profit, the rights and obligations of which are set forth in the Master Declaration. The Corporation is NOT a condominium association.

N. "Corporation Common Areas" means those portions of the "Committed Property" (as that term is defined in the Master Declaration) as more particularly described in subparagraph 3.01.4 of the Master Declaration. The Corporation Common Areas are NOT Condominium Property.

O. "Developer" means RAINBERRY DEVELOPERS ONE COMPANY, LTD., a Florida limited partnership, its successors and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer's rights or obligations under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of Developer's rights or obligations in the respective instrument of conveyance or other instrument executed by Developer.

P. "Declaration" means this document, which is a "Neighborhood Declaration" (as that term is hereinafter defined).

Q. "Gleneagles" means the planned, multistaged, residential community which is being developed by Developer in Palm Beach County, Florida, bearing that name, of which the Condominium is a part.

R. "Gleneagles-Coventry Declaration" means the Declaration of Covenants for Gleneagles-Coventry entered into by S.N.L. Realty Corp., a Pennsylvania corporation, and Developer, recorded in Official Records Book 4620, Page 0840, in the Public Records of the County, and any and all amendments thereto.

S. "Golf Expenses" means the expenses for which "Golf Members" (as that term is defined in the Master Declaration) are liable to the Corporation, as described in the Master Declaration. Notwithstanding that Golf Expenses are not Common Expenses, Golf Expenses shall, unless otherwise determined pursuant to Article 12 of the Master Declaration, be collected by the Association along with the Common Expenses.

T. "Institutional Mortgagee" shall mean and refer to any lending institution owning a first mortgage covering a Unit including any of the following institutions;

(a) Any Federal or state savings and loan or a building and loan association, or any commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Unit; or

(c) Any and all investors or lenders, or the successors and assigns of such lenders ("Lenders") which have loaned money to the Developer and which hold a mortgage upon any portion of the Condominium Property securing such loans; or

(d) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon a Unit; or

(e) The Developer, if the Developer holds a mortgage on any portion of the Condominium Property and the transferee of any mortgage encumbering the Condominium Property which was originally held by the Developer; or

(f) Any life insurance company.

U. "Limited Common Elements" means those Common Elements which are reserved for the exclusive use of a Unit or Units, as described in Article V of this Declaration.

V. "Master Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions for Gleneagles made by Developer recorded in Official Records Book 4620, page 0892, in the Public Records of the County and any and all amendments and Supplements thereto, providing for the operation of that real property committed to a specific "Land Use Classification" (as

that term is defined in the Master Declaration) thereunder and the sharing of "Operating Expenses" (as that term is hereinafter defined), Golf Expenses, and "Tennis Expenses" (as those terms are hereinafter defined).

W. "Neighborhood" means any development of Dwelling Units within the Committed Property which is designated as such by Developer in a "Neighborhood Declaration" (as that term is hereinafter defined). The Condominium is a Neighborhood.

X. "Neighborhood Association" means any property owners association, homeowners association, condominium association, or other such entity, their successors and assigns, responsible for administering a Neighborhood. The Association is a Neighborhood Association.

Y. "Neighborhood Declaration" means any and all covenants, conditions, restrictions, and other provisions imposed by a recorded instrument executed by Developer applicable to one or more specific Neighborhoods, but not to all Neighborhoods if there shall be more than one Neighborhood, the recordation of which shall "Commit" all or a portion of the real property comprising such Neighborhood as "Residential Property" (as that term is defined in the Master Declaration) under the Master Declaration. This Declaration is a Neighborhood Declaration.

Z. "Neighborhood Maintenance Areas" means all landscaped real property in a Neighborhood, excluding Dwelling Units, which the Corporation may contract with a Neighborhood Association to maintain pursuant to Article 19.03(a) of the Master Declaration and Article XVI.B.3 hereof.

AA. "Operating Expenses" means the expenses and costs incurred by the Corporation under the Master Declaration and includes, but is not limited to, the expenses for administering, operating, constructing, reconstructing, financing, maintaining, repairing and replacing the Corporation Common Areas or portions thereof and improvements thereon. Notwithstanding that Operating Expenses are not Common Expenses, Operating Expenses shall, unless otherwise determined by the Corporation pursuant to Article 9 of the Master Declaration, be collected by the Association like and along with the Common Expenses.

BB. "Special Assessment" means any assessment which from time to time is levied against Unit Owners other than the Annual Assessment required by the "Budget" (as that term is hereinafter defined).

CC. "Tennis Expenses" means the expenses for which the "Tennis Members" as that term is defined in the Master Declaration) are liable to the Corporation, as described in the

Master Declaration. Notwithstanding that Tennis Expenses are not Common Expenses, Tennis Expenses shall, unless otherwise determined by the Corporation pursuant to Article 15 of the Master Declaration, be collected by the Association along with the Common Expenses.

DD. "Unit" means "unit," as set forth in the Act, and is that part of the Condominium Property which is subject to exclusive ownership. The Units shall be in the improvements defined as the "Buildings" in Paragraph A of Article V of this Declaration.

EE. "Unit Owner" means "unit owner" as set forth in the Act and is the owner of a Unit.

#### V. DESCRIPTION OF IMPROVEMENTS

A. The Condominium contains one hundred twenty-two (122) Units located in twenty-seven (27) two-story Buildings ("Buildings"). Seven (7) of the Buildings contain six (6) Units each. The remaining twenty (20) Buildings contain four (4) Units each. Each Building is identified by a three-digit Arabic number. Each Unit is identified by a three-digit Arabic number identifying the Building followed by a two-digit Arabic number identifying the Unit (e.g. "12101"). No Unit bears the same designation as any other Unit. The improvements included in this Condominium are described on the "Survey" (as hereinafter defined).

B. Annexed hereto as Exhibit B and made a part hereof is a survey of the Land, a graphic description of the improvements in which the Units are located, and a plot plan thereof (collectively hereinafter referred to as the "Survey"). The Survey shows and identifies, among other things, the Common Elements, the Buildings, and each Unit and shows their relative locations and approximate dimensions. Upon substantial completion of each Building, there will be attached to the Survey and made a part of this Declaration by amendment a certificate of surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act. The Declaration may be amended for the purpose of including the certificate of the surveyor by Developer alone, without the consent or execution of the Association or any of the Owners. Such amendment shall be recorded by Developer in the Public Records of the County. Completed Units within each substantially completed Building may be conveyed, notwithstanding that other Buildings in the Condominium are not substantially completed.

C. 1. There is shown on the Survey attached hereto as Exhibit B parking spaces ("Parking Spaces"). Parking Spaces are

assigned to Unit Owners pursuant to the procedure established in Article XIV of this Declaration.

2. Notwithstanding that Parking Spaces are reserved for the use of particular Unit Owners, they remain Common Elements and shall be maintained, repaired, and replaced as such by the Association pursuant to Article XVI of this Declaration. The use of an assigned Parking Space may only be transferred in accordance with Article XIV hereof. The use of Parking Spaces may be regulated and limited by Rules and Regulations promulgated by the Board.

D. In addition to those Parking Spaces assigned to Owners, there are also handicapped Parking Spaces and other Parking Spaces for guests of Unit Owners (collectively referred to as "Guest Spaces"). The use of these Guest Spaces may also be regulated and limited by Rules and Regulations promulgated by the Board.

E. 1. There are Limited Common Elements reserved for the use of a Unit or Units which include:

- a. "Air Conditioning Compressors";
- b. Certain "Storage Areas" (as indicated on Exhibit B);
- c. "Porches"; and
- d. "Courts."

2. Notwithstanding that the Limited Common Elements are reserved for the use of a certain Unit or Units, the Limited Common Elements other than the Air Conditioning Compressors will be maintained, repaired and replaced by the Association as a Common Expense as set forth in Article XVI of this Declaration. The Limited Common Element Air Conditioning Compressors are maintained, repaired, and replaced by the individual Unit Owner served thereby, as set forth in Article XVI of this Declaration.

#### VI. UNDIVIDED SHARES IN COMMON ELEMENTS

Each of the Units shall have appurtenant thereto an undivided share in the Common Elements in accordance with the "Schedule of Shares in Common Elements," hereto annexed as Exhibit C and made a part hereof, subject, however, to the use of the Common Elements by the Unit Owners in accordance with the provisions of this Declaration.

**VII. SHARES IN COMMON EXPENSES AND COMMON SURPLUS**

The Common Expenses shall be shared and the Common Surplus shall be owned by each of the Unit Owners in the same proportions as their ownership interest in the Common Elements set forth on Exhibit C to this Declaration.

**VIII. VOTING RIGHTS OF UNIT OWNERS**

A. Each owner or the owners collectively of the fee simple title of record of a Unit shall be entitled to, and have a Voting Interest of, one (1) vote in the Association with respect to matters on which a vote by Unit Owners is taken under the Condominium Documents or the Act.

B. The Voting Interest of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy or certificate of voting authorization ("Voting Certificate") executed by all of the owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. If such a proxy or Voting Certificate is not filed with the Secretary of the Association, the Voting Interest of such Unit shall not be considered for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph B of this Article VIII, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the spouse present may cast their Voting Interest without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, their Voting Interest shall not be considered.

3. Where neither spouse is present, the person designated in a proxy or Voting Certificate signed by either

spouse may cast the Voting Interest, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the Voting Interest shall not be considered.

#### IX. ASSOCIATION

A. The Association, a corporation not-for-profit, organized and existing under the laws of the State of Florida, is responsible for the operation of the Condominium. A true copy of the Articles of the Association is annexed hereto as Exhibit D and made a part hereof. A true copy of the Bylaws of the Association is annexed hereto as Exhibit E and made a part hereof.

B. Each Unit Owner shall be a member of the Association in accordance with the provisions of the Articles.

#### X. MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

##### A. The Corporation and the Master Declaration

1. The Corporation administers the Committed Property pursuant to the Master Declaration, the Corporation Articles, and the Corporation Bylaws. The Corporation is NOT a condominium association.

2. The Master Declaration sets forth the manner in which the members of the Corporation, their family members, guests, invitees, and lessees may use and enjoy the Corporation Common Areas and the Residential Property. The Corporation also administers and operates the "Golf Club" and the "Tennis Club" (as those terms are defined in the Master Declaration). All of the provisions of the Master Declaration including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses shall run with the real property "Committed" to a Land Use Classification thereunder, including the Condominium Property. Operating Expenses, as set forth in Article 9 of the Master Declaration, shall be assessed against the Units that are "Contributing Units" (as that term is defined in the Master Declaration) which shall be subject to a lien for the nonpayment thereof. Further, the Units of those Unit Owners who are Resident Golf Members shall be assessed Golf Expenses, and the Units of those Unit Owners who are Resident Tennis Members shall be assessed Tennis Expenses, and their Units shall be subject to a lien for the nonpayment thereof.

**B. Membership and Voting Rights**

1. The Association is a Neighborhood Association as defined in the Master Declaration. Every Owner in Gleneagles shall be a member of the Corporation. As such, every member of the Association shall be a member of the Corporation, subject to the provisions of the Master Declaration and any other Gleneagles Documents.

2. (a) One (1) vote may be cast for each "Dwelling Unit" (as that term is defined in the Master Declaration) owned by a Unit Owner who is a member of the Corporation by the method provided for in the Master Declaration and the Corporation Articles.

(b) As is more fully set forth in the Master Declaration and the Corporation Articles, the votes of members of the Association other than Developer shall be cast at meetings of the members of the Corporation by their representative ("Representative"). The Representative shall be the President of the Association or the person designated in the President's written proxy.

(c) As is more fully set forth in the Master Declaration and the Corporation Articles, no member of the Association, except Developer, the person designated in Developer's proxy, or the Representative may cast a vote at a meeting of the members of the Corporation.

**XI. EASEMENTS**

**A. Perpetual Nonexclusive Easement to Common Elements and Public Ways**

The walks and other rights-of-way of the Condominium shall be and the same are hereby declared and reserved to be subject to a perpetual nonexclusive easement over and across the same for ingress and access to and egress from the Common Elements in favor of the Corporation, the Association, Developer and the Unit Owners for their use and for the use of their family, guests, invitees and lessees for all proper and normal purposes. The easement rights hereunder shall be used in a manner consistent with the structural design of the improvements and shall not be used in a manner so as to create a nuisance.

**B. Easements and Cross-Easements on Common Elements**

Developer, for itself, its nominee, the Corporation, and the Association, reserves the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for ingress and egress and the installation,

maintenance, construction and repair of improvements and facilities, including, but not limited to, electric power, telephone, sewer, water, gas, landscaping, drainage, irrigation, lighting, television transmission, cable television service, security, garbage and waste removal and the like as it deems to be in the best interest of, and necessary and proper for, the Condominium and the remainder of Gleneagles.

C. Easement for Encroachments

All of the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto, or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

D. Easement for Reasonable Access to Corporation Common Areas, Golf Courses, Tennis Club, and Certain Neighborhoods

The walks, roadways, and other rights-of-way on the Common Elements of the Condominium, as necessary are hereby declared and reserved to be subject to a perpetual nonexclusive easement over and across the same for ingress and access to and egress from the Corporation Common Areas, "Golf Courses" (as that term is defined in the Master Declaration), Tennis Club, and any Neighborhoods requiring same in favor of the Corporation, the Association, Developer and all members of the Corporation, their guests, invitees, or licensees to the extent permitted in the Master Declaration to be used in a manner consistent with the purpose of such Common Elements.

E. Association Authority Regarding Easements

The Association, until Developer no longer owns any Units, shall not grant, modify, or move any easement which constitutes part of or crosses the Common Elements without the prior written consent of Developer. Further, to the extent consistent with the sentence immediately above, the Association shall not grant, modify, or move any easement created in whole or in part for the use or benefit of the Corporation or Developer without the prior written consent of the Corporation or Developer, as the case may be, unless the Association can demonstrate that such grant, modification, or movement of such easement will not be to the Corporation's or Developer's material detriment.

**XII. APPORTIONMENT OF TAX OR SPECIAL  
ASSESSMENT IF LEVIED AND ASSESSED  
AGAINST THE CONDOMINIUM AS A WHOLE**

A. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole rather than levying and assessing such tax or special assessment against each Unit (hereinafter referred to as a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association, or if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Unit Owners. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which such Unit Owner shares in the Common Elements. In the event any New Tax shall be levied, the Association shall separately specify and identify that portion of the annual Budget or of the Special Assessment attributable to such New Tax, and the portions of such New Tax allocated to a Unit shall be and constitute a lien upon such Unit to the same extent as though such New Tax had been separately levied by the taxing authority upon each Unit at the time of the Annual Assessments following such budget or the levying of such Special Assessment.

B. All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

**XIII. OCCUPANCY AND USE RESTRICTIONS**

A. The Units shall be used for single-family residences only. No separate part of a Unit may be rented, and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein. No trade, business, profession or other type of commercial activity may be conducted in any Unit.

B. Where legal title to a Unit is in the name of a corporation, trust, partnership or other than an individual or individuals, the Unit Owner shall, by certificate delivered to the Secretary of the Association, designate one (1) family or person as the occupant of the Unit. Unless the Board so approves (pursuant to the same procedures as approval of lessees set forth in Article XV hereof) there may be no more than two (2) such designations in any twelve (12) month period. Except for the designated family or individual, and "Occasional Guests" as that term is hereinafter defined), no other family or individual may occupy the Unit.

C. No children under ten (10) years of age shall be permitted to reside in any Unit without the prior written consent of the Board; provided, however, that such children may visit and temporarily reside in a Unit without such approval for a period not to exceed sixty (60) days in any one calendar year or sixty (60) days in any consecutive twelve (12) month period, whichever permits fewer days of residence.

D. A Unit Owner shall be allowed to keep or harbor no more than one (1) dog or one (1) cat, neither of which shall weigh more than twenty (20) pounds, in his Unit, subject to the provisions immediately following. Such dog or cat must be walked only in areas designated for such purpose, provided that such dog or cat must be leashed whenever outside the Unit. Any Unit Owner having a dog or cat shall also abide by any Rules and Regulations promulgated by the Board regarding animals, livestock, or poultry on the Condominium Property. Other common household pets kept permanently caged or in a bowl may also be kept in a Unit, provided such pet is not kept for the purpose of breeding or for any commercial purposes whatsoever. Violation of this paragraph or of any of said Rules and Regulations may result in the termination of Unit Owner's right to keep such dog, cat, or other household pet.

E. There shall be no more than four (4) permanent residents of any two (2) bedroom Unit and no more than six (6) permanent residents of any three (3) bedroom Unit. In addition, no more than two (2) Occasional Guests may be permitted to occupy the Unit at any time. For purposes of this Article XIII, an "Occasional Guest" is any person temporarily residing in a Unit for a period of no more than twenty-one (21) consecutive days or on no more than seven (7) separate occasions during any twelve (12) month period, whichever is less.

F. A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Unit Owners or the Association. No Unit Owner shall annoy other Unit Owners by unreasonable noises or otherwise, nor shall any Unit Owner commit or permit to be committed any nuisance or illegal act in his Unit or on any portion of the Common Elements.

G. No Unit Owner shall display any sign, advertisement or notice of any type on the exterior of his Unit or on the Common Elements, and no Unit Owner shall erect any exterior antennas or aerials upon his Unit or the Common Elements.

H. A Unit Owner shall not install any storm shutters, awnings, hardware or the like without the prior written approval

of the Board as to design and color and in any event Board approval shall not be granted unless such items substantially conform to the architectural design of the Building and the design of any such items which have been previously installed at the time Board approval is requested. A Unit Owner shall not install or maintain curtains or drapes in contravention of any Rules and Regulations promulgated in that regard, except as permitted in writing by the Board.

I. Clotheslines or other similar devices shall not be allowed on any portion of the Condominium Property, to the extent the use of such devices may be restricted under law.

J. The Board shall, from time to time, promulgate Rules and Regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners.

#### XIV. PARKING SPACES

##### A. Assignment of Parking Spaces

At the time of the conveyance of a Unit from Developer, there shall be assigned to each Unit Owner the use of one (1) Parking Space. Each particular Parking Space so assigned shall be selected by Developer. The assignment by Developer to a Unit Owner of the use of a Parking Space will be made by a written "Assignment of Use of Parking Space" ("Assignment") in which the particular Parking Space is described. The Assignment will be delivered at the time of delivery of the deed to the Unit. The Association shall maintain a book ("Book") for the purpose of recording the current assignee of each Parking Space. Upon assignment of the use of a Parking Space by Developer, Developer shall cause the Association to record such Assignment in the Book, and the Unit Owner to which such use is assigned shall have the right to use thereof. The use of a Parking Space shall thereupon be appurtenant to said Unit and the use of such parking space shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of a parking Space is appurtenant, the Unit Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer in the Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Parking Space and the name of the transferee and the transferee's Unit number. There shall be no recordation amongst the Public Records of the County of the transfer or assignment of a Parking Space.

B. Restrictions on Parking Spaces

1. Notwithstanding any provision herein contained to the contrary, there shall always be at least one (1) Parking Space appurtenant to each Unit. No transfer between Units shall be made which shall result in Unit having less than one (1) Parking Space appurtenant thereto. The Association shall be notified of each transfer of a Parking Space between Units.

2. The use of Parking Spaces may be further regulated by Rules and Regulations to be promulgated by the Board.

XV. LEASES AND TENANTS

A. This Declaration and the other Condominium Documents shall apply not only to Owners, but also to any lessee or tenant of the party who is occupying a Unit by way of lease express or implied, license or invitation.

B. Each and every time an Owner leases his Unit, he shall give written notice of such lease to the Association together with the name and address of the lessee and such other information as the Association may reasonably require on forms that are supplied by the Association. No Owner may lease his Unit for a term of less than one (1) month or for a term of more than two (2) years. An Owner may only lease his Unit twice in any twelve (12) month period. However, in the event a tenant defaults under the terms of a second lease during a twelve (12) month period, and the lease is therefore subject to a bonafide premature termination, the Board shall permit a third lease within such twelve (12) month period.

C. Except as provided in subparagraph XV.B, above, no lease may be entered into or renewed without the Unit Owner first receiving Board approval thereof. Such Board approval shall be pursuant to the provisions of a resolution adopted by the Board in this regard. Until such resolution is adopted, said approval shall be in the Board's discretion and shall not be unreasonably withheld.

D. Every lease of a Unit shall make reference to the applicability of the Condominium Documents. That notwithstanding, failure of an Owner to notify any person of the existence of the provisions of this Declaration shall not limit the right of the Association to enforce the provisions of this Declaration against such person.

E. The Association may enforce the provisions of this Declaration against any person occupying a Unit whether Owner, lessee, tenant, invitee, guest or other person. Further, each Owner hereby irrevocably delegates to the Association the power

for the Association to enforce any provisions of any lease or license or other agreement permitting occupancy of the Unit to the extent it may against an Owner. The right of enforcement includes the right to evict such lessee, tenant, invitee, guest or other person if such person violates any of the provisions of this Declaration. The Association shall be entitled to all cost thereof including, but not limited to, attorneys' fees.

#### XVI. MAINTENANCE, REPAIRS AND ALTERATIONS

##### A. Unit Owners

1. Except for those portions of the Unit to be maintained by the Association, as hereinafter described, each Unit Owner shall maintain in good condition and repair and replace at his expense when necessary:

(i) all portions of his Unit;

(ii) all interior surfaces within or surrounding his Unit, such as the surfaces of the walls, ceilings, floors, windows (except for caulking), screening and interior surfaces of doors:

(iii) the fixtures within his Unit, including, but not limited to, air conditioning equipment and exhaust fans;

(iv) the Limited Common Element Air Conditioning Compressor serving his Unit; and

(v) the electrical and plumbing equipment located between the Limited Common Element Air Conditioning Compressor and the Unit; provided, however, that no such repair shall be made in any portion of the Common Elements outside the Unit without the prior consent of the Board or its designee.

2. Each Unit Owner shall repair, maintain and replace at his expense as necessary all piping, wiring, ducts, conduits, appliances and other facilities located within the Unit and only serving such Unit for the furnishing of utility services; provided, however, that all such repairs, maintenance and replacements shall be done by licensed and insured plumbers or electricians, and such repairs shall be paid for by and be the financial obligation of such Unit Owner.

3. Each Unit Owner shall pay for any utilities which are separately metered and charged to his Unit.

4. Each Unit Owner must perform promptly all such maintenance and repairs which if not performed would affect a

Unit belonging to any other Unit Owner or the Condominium Property. Each Unit Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Unit shall be maintained and repaired in accordance with the final building plans of the Condominium Property utilized by Developer in the construction thereof, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

5. No Unit Owner shall make any alteration in or on the Common Elements or the portions of a Unit which are maintained by the Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by a Unit Owner shall be deemed to detrimentally affect the architectural design of the Condominium Property, unless the Board consents thereto in writing.

6. No Unit Owner shall paint, repaint, refurbish, stain, alter, decorate, repair, replace, enclose or change the Common Elements or any outside or exterior portion or surfaces of Condominium Property, including without limitation, doors and windows; place any awnings, screening or hurricane shutters on or in any Unit; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door or other similar item without first obtaining written approval thereof by the Board, which approval the Board may withhold in its sole and absolute discretion. The Board shall not grant any approval contemplated by this subparagraph if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

7. Each Unit Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association is responsible to maintain and repair upon the Unit Owner becoming aware of such defect or need.

8. Each Unit Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom, or at any time as may be necessary for emergency repairs to prevent damage to the Common Elements or to another Unit.

**B. The Association**

1. Except as is made the responsibility of the Unit Owner pursuant to Paragraph A of this Article XVI above, the Association shall be responsible to repair, maintain and replace as necessary all of the Common Elements and all outside or exterior surfaces of the Condominium Property, including without limitation the Parking Spaces, and the exterior surfaces of Units. Further, the Association shall maintain, repair and replace as necessary all piping, wiring, ducts, conduits, appliances, and other facilities for furnishing of any and all utility services to the Units as necessary located within the Common Elements of a Unit, but excluding therefrom all piping, wiring, ducts, conduits, appliances and other facilities located within a Unit servicing only said Unit. The cost of fulfilling the foregoing obligations of the Association shall be assessed as a Common Expense.

2. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Unit Owner or any Institutional Mortgagee; provided, however, except in the case of an emergency, if the cost of the same shall exceed Twenty Thousand Dollars (\$20,000). The affirmative vote of sixty-seven percent (67%) of the members of the Association shall be required in addition to such Board approval, and the cost of such alterations and improvements shall be assessed against the Unit Owners in the manner provided in the Bylaws.

3. The Association may, in accordance with the provisions of Article 19.03(a) of the Master Declaration, and in furtherance of Developer's plan for the uniform appearance and development of Gleneagles, contract with the Corporation to maintain, repair, and replace all or a portion of the paved, grassed, planted, or otherwise landscaped and irrigated Common Elements surrounding the Buildings (the Condominium's Neighborhood Maintenance Areas). Upon such delegation, the expense to the Association of such maintenance shall remain a Common Expense.

**XVII. COMMON EXPENSES AND ASSESSMENTS****A. Common Expenses**

The Association, by the Board, shall prepare and adopt in accordance with the Bylaws an annual budget ("Budget") for the operation and management of the Association and this Condominium. The Common Expenses, in turn, shall be shared by and among the Unit Owners in the manner described under Article VII of this

Declaration, which shares shall be assessed against each Unit Owner annually as the Annual Assessment. The Unit Owners shall be obligated to pay such Special Assessments as shall be levied in addition to the Annual Assessment by the Board against their Unit or Units whether as a result of (a) extraordinary items of expense, (b) the failure or refusal of other Unit Owners to pay their Annual Assessment, or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act. The Unit Owner shall be obligated to pay its applicable portion of Operating Expenses, Golf Expenses, and Tennis Expenses which are assessed by the Corporation in accordance with the Master Declaration and collected by the Association along with Common Expenses.

B. Assessments

1. The record owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or of any Special Assessments levied by the Association against their Unit and for all costs of collecting such Assessments including interest and attorneys' fees at all trial and appellate levels. Annual Assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event of a default by a Unit Owner in the payment of an installment of an Annual Assessment or in the payment of a Special Assessment, the Board may accelerate any remaining installments of the Annual Assessment of such Unit Owner upon written notice thereof to such Unit Owner, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice. In the event any Special Assessment, installment of an Annual Assessment or accelerated Annual Assessment (hereinafter collectively referred to as "Assessments") is not paid within ten (10) days after its respective due date, the Association, by action of the Board, may proceed to enforce and collect any of such delinquent Assessments against the Unit Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Unit.

2. The Association shall have all of the powers, rights, privileges and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon a Unit for any unpaid Assessment and interest thereon owed by the Unit Owner of such Unit and the right to collect from such Unit Owner reasonable attorneys' fees at all trial and appellate levels incurred by the Association incident to the collection of such Assessments or the enforcement of such lien. Assessments (including installments thereon) not paid when due shall bear interest from the date when due until paid at a rate of eighteen

percent (18%) per annum or as otherwise determined by the Board, but in no event higher than the highest rate permitted under law. In addition, the Association may require the Owner of a Unit for which Assessments are more than thirty (30) days overdue to pay a late charge in an amount to be determined by the Board.

3. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to the Condominium. Further, in the event an Institutional Mortgagee acquires title to a Unit through foreclosure or by a deed (or assignment) in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments which became due prior to such acquisition of title, unless such accrued Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage which has been foreclosed upon or for which a deed ( or assignment ) is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage which has been foreclosed upon or for which a deed ( or assignment ) is given in lieu of foreclosure shall be cancelled as to such Unit effective with the passage of title to such mortgagees.

4. In voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded amongst the Public Records of the County.

6. The Association may at any time require Unit Owners to maintain with the Association a deposit to cover future Assessments.

7. The specific purpose or purposes of any Special Assessment levied pursuant to this Declaration shall be set forth in a written notice sent or delivered to each Unit Owner. The funds collected pursuant thereto shall be used only for such purposes. That notwithstanding, any excess funds shall be considered Common Surplus.

8. Annexed hereto as Exhibit F is a schedule of the Common Expense Assessments ("Interim Assessments") for the "Interim Assessment Periods". There shall be two (2) Interim Assessment Periods as follows:

The "First Interim Assessment Period" shall commence on the day of the Developer's conveyance of the first Unit ("first conveyance") and shall terminate on the day of the first anniversary of said first conveyance.

The "Second Interim Assessment Period" shall commence upon the termination of the First Interim Assessment Period and shall terminate on the day of the Developer's conveyance of the one hundred tenth (110th) unit.

The Interim Assessments are only estimates of the Common Expense Assessments to be made pursuant to the Bylaws. Developer states that during the Interim Assessment Periods, the Interim Assessments will not be increased, except as set forth in this subparagraph 8, and Developer will pay all Common Expenses not paid for by Interim Assessments assessed against Unit Owners other than Developer ("Developer's Payment"). No Common Expense Assessments shall be made against Units owned by Developer during the Interim Assessment Periods.

#### XVIII. LIABILITY INSURANCE

A. The Board shall obtain liability insurance in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium excluding the Units; provided, however, that such policy or policies shall have limits of not less than One Million Dollars (\$1,000,000) covering all claims for personal injury and Three Hundred Thousand Dollars (\$300,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium, legal liability arising out of law suits related to employment contracts of the Association, false arrest, slander, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage. All such policies shall name the Association (and Developer so long as Developer shall own any Unit, as their respective interests may appear) as the insured under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of either the Association, Developer or any other Unit Owners or deny the claim of either Developer or the Association because of the negligent acts of the

other or the negligent acts of a Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. Each Unit Owner shall be responsible for purchasing liability insurance for accidents occurring in his own Unit and, if the Unit Owner so determines, for supplementing any insurance purchased by the Association.

B. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association, shall be maintained as permitted under the Act. Such coverage shall be in the form of fidelity bonds which meet the following requirements unless one or more of such requirements are waived in writing by all "Eligible Mortgagees" (as such term is hereinafter defined): (i) such bonds shall name the Association as an obligee; (ii) such bonds shall be written in an amount equal to at least three (3) months aggregate assessments for all Units plus reserve funds, if any; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

C. Policies of Directors and officers liability insurance adequately insuring the Directors and officers of the Association against personal liability arising in connection with the performance of their duties, and not covered by the coverage maintained pursuant to Paragraph B immediately above shall be maintained by the Association if such liability insurance is available for purchase at reasonable rates in the State of Florida.

D. All insurance policies or fidelity bonds purchased pursuant to this Article shall provide that they may not be cancelled without at least thirty (30) days prior written notice to the Association and to Eligible Mortgagees.

#### **XIX. CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS**

A. 1. Each Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief Insurance and, if the Association so determines, flood insurance sponsored by the Federal government; provided, however, that all of such insurance shall insure all of the insurable improvements on and within the

Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and Institutional Mortgagees, as their interests may appear, in a company acceptable to the Board, and provided further that the Association shall purchase insurance for the Buildings, including fixtures, installations, or additions, as provided in Section 718.111 (11)(b) of the Act, located within the Condominium in an amount equal to one hundred percent of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance consistent with the terms hereof. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and if determined necessary an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Building from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

2. The Association may, to the extent possible and not inconsistent with the foregoing, obtain one ( 1 ) policy to insure all of the insurable improvements within the Condominium. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged to Unit Owners as part of the Common Expenses. The company or companies with which the Association shall place its insurance coverage as provided in this Declaration, and the insurance agent or agents placing such insurance must be authorized to do business in the State of Florida with a place of business in the County. The Association shall have the right to designate an insurance trustee ("Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration, which Insurance Trustee shall be a bank or trust company which is authorized to do business in the State of Florida, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank or trust company, provided such Insurance Trustee shall be acceptable to the Eligible Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Units encumbered by first mortgages held by Eligible Mortgagees.

B. All such aforesaid policies shall provide that they may not be cancelled without at least thirty (30) days prior written notice to the Association and Eligible Mortgagees and insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association in which Unit Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

C. In the event of any damage to the Condominium Property, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Unit Owners and/or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Unit Owners and Institutional Mortgagees under the following terms:

1. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units without any loss to any improvements within the Common Elements the Insurance Trustee shall immediately pay all proceeds received as a result of such loss directly to the Unit Owners of the Units damaged and their Institutional Mortgagees, if any, as their interests may appear, and it shall be the duty of such Unit Owners to use such proceeds to effect the necessary repairs to the Units and to return the Units to their prior condition according to the standards required under the Condominium Documents. The Insurance Trustee must rely upon the written statement of the Association as to whether a Unit or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.

2. In the event that a loss of Five Thousand Dollars (\$5,000) or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Board, occurs to any

Common Element or to any Units and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Elements and to any such damaged contiguous Units. In such event, should the insurance proceeds be sufficient for repair of the damaged Common Elements, but insufficient for the repair of all of the damage to the Units contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained by each of such Units as estimated by the insurance companies whose policies cover such damages. Any deficiency between such proceeds apportioned to the damaged Units and the cost of the repair of such damaged Units shall be made up by a Special Assessment against all of the Unit Owners. Upon satisfactory completion of such repairs, the Association shall provide the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units in the Condominium with an affidavit stating that the repairs have been completed in a manner acceptable to the Association.

3. In the event the Insurance Trustee receives proceeds in excess of Five Thousand Dollars (\$5,000.00) as a result of damages to any Common Element or to any Unit and Common Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages together with any and all other monies paid to Insurance Trustee pursuant to the following subparagraph 3(c) and shall distribute such funds in the following manner:

(a) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds together with the funds described in subparagraph 3(c) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Condominium Property, and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post, if required by the Board, a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other

applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any bills (which bills shall be approved in advance by the Board or its designee), waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Institutional Mortgagee.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements alone or to Common Elements and Units contiguous to such damaged Common Elements the Board shall hold a special meeting to determine a Special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Units setting forth the date or dates of payment of the same. Any and all funds received from the Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of Fifty Thousand Dollars (\$50,000) and three-fourths (3/4) of the Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VII of this Declaration and shall promptly pay each share of such proceeds to the Unit Owners and Institutional Mortgagees of record as their interests may appear (an "Insurance Proceeds Distribution"). In making such distribution to the Unit Owners and the Institutional Mortgagees, the Insurance Trustee may rely upon a certificate of a title company as to the names of the then Unit Owners and their respective Institutional Mortgagees. Any Insurance Proceeds Distribution shall also require the approval of Eligible Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Units encumbered by first mortgages held by Eligible Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the

monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion to their contributions by way of Special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained in this Article XIX for the benefit of any Institutional Mortgagee may be enforced by an Institutional Mortgagee.

6. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for (a) the originally constructed Condominium Property, (b) reconstructed Condominium Property or (c) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of previously constructed Condominium Property shall require approval by Eligible Mortgagees holding first mortgages encumbering fifty one percent (51%) of the Units encumbered by first mortgages held by Eligible Mortgagees.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Units or Common Elements alone or to improvements within Common Elements and Units contiguous thereto.

#### XX. PROHIBITION OF FURTHER DIVISION

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration. Additionally, there shall be no further division of Units and hence, any instrument, whether a deed, mortgage, or otherwise, which describes only a portion of any Unit shall be deemed to describe the entire Unit and the interest in the Common Elements appurtenant thereto.

#### XXI. SEVERABILITY

If any provision of this Declaration, the Condominium Documents or the Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

**XXII. INTERPRETATION**

A. Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and in no way do such titles define, limit, or in any way affect this Declaration or the meaning or contents of any material contained herein.

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

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association unless the context concerns membership in the Corporation) as described in the Articles and Bylaws whether or not that person participates in the Association as a member.

D. In the event any Court should hereafter determine that any provision of the Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring lives shall be those of the incorporators of the Association.

**XXIII. REMEDIES FOR VIOLATION**

A. Each Unit Owner shall be governed by and shall comply with the Act and all of the Declaration as they may exist from time to time. Failure to do so shall entitle the Association, any Unit Owner or any Institutional Mortgagee to bring an action for injunctive relief, damages or both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Declaration shall not be deemed a waiver of such provision or be a bar to its subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner to comply with any terms of the Declaration, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees at all trial and appellate levels as they may be awarded by the Court.

B. Notwithstanding the availability of the remedies set forth in Paragraph A above, the Association shall also have the power to assess reasonable fines as set forth in Section 9 of the

Bylaws to enforce any of the provisions of the Declaration, Bylaws, and Rules and Regulations.

**XXIV. PROVISIONS FOR ALTERATIONS OF UNITS AND EXTERIOR OF BUILDING BY DEVELOPER**

A. Developer reserves the right to: alter the interior design and arrangement of all Units and to alter the boundaries between the Units and to combine two (2) or more Units into one (1) Unit or to sever any Unit comprised of two (2) or more Units into its component parts as long as Developer owns the Units so altered; and to make aesthetic alterations to the exterior of the Building which in Developer's reasonable discretion is in the best interest of Gleneagles (which alterations made by Developer are hereinafter referred to as the "Alterations").

B. Any Alteration which will alter the boundaries of the Common Elements (other than interior walls abutting Units owned by Developer or the floor or ceiling slab between Units owned by Developer) will first require an amendment of this Declaration in the manner provided in Article XXV hereof.

C. In the event the Alterations do not require an amendment in accordance with the provisions of Paragraph B above, then an amendment of this Declaration shall be filed by Developer in accordance with the provisions of this Paragraph C. Such amendment ("Developer's Amendment") need be signed and acknowledged only by Developer and shall not require approval of the Association, other Unit Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Declaration. This amendment shall adjust the share of Common Elements, Common Expenses and Common Surplus and the voting rights attributable to the Units being affected by the Alterations and may be made as a Developer's Amendment as long as Developer owns the Units for which the shares are being so adjusted.

**XXV. AMENDMENTS TO THE DECLARATION**

A. Except as to matters described in Paragraphs B, C, D, E, F, and G of this Article XXV, Developer's Amendment, and amendments pursuant to Article XXIX, this Declaration may be amended by the affirmative vote of not less than sixty-seven percent (67%) of all the Voting Interests. Such vote shall be taken at any regular or special meeting of the Unit Owners called and held in accordance with the Bylaws; provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail by the Association to Developer, and

to all Institutional Mortgagees and the Corporation. The provisions of Section 718.110(1)(b) of the Act are specifically incorporated herein. The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to Developer, all Institutional Mortgagees, and the Corporation, unless such thirty (30) day period is waived in writing by Developer, all Institutional Mortgagees, and the Corporation.

B. The Declaration may be amended for the purpose of including a "certificate of surveyor" (as that term is defined in the Act) to reflect the substantial completion of construction of a Building in the Condominium. Developer may execute such amendment alone, without the consent or execution of the Association or any of the Owners. The amendment shall refer to the recording data of a survey that complies with the certificate. A copy of the amendment shall be furnished to each Unit Owner, the Association, the Corporation, and all Institutional Mortgagees as soon after recording thereof amongst the Public Records of the County as is practicable.

C. Except for Developer's Amendment referred to in Paragraph C of Article XXIV herein and amendments referred to in Article XXIX, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which any Unit Owner shares the Common Elements and Common Expenses or owns the Common Surplus, nor change any Unit's voting rights in the Association unless all of the record owners of such Units and all of the Institutional Mortgagees of record holding mortgages on such Unit shall consent in writing thereto. The provisions of Section 718.110(5) of the Act are specifically incorporated herein. The provisions of Article XVIII and Article XIX herein are covenants for the benefit of Institutional Mortgagees and may not be amended without their prior written consent. Any such amendment shall be voted on at a special meeting of the affected Unit Owners and their consent thereto shall be evidenced by a certificate joined in and executed by such Unit Owners and all Institutional Mortgagees holding mortgages thereon and recorded in the same manner as amendments provided in Paragraph A of this Article XXV.

D. Whenever it shall appear to the Board that there is a defect, error or omission in this Declaration or any other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call a special meeting of the Unit Owners to consider amending the Declaration or such other documents in accordance with the Act. The

provisions of Section 718.110(9) of the Act are specifically incorporated herein.

E. Prior to the Majority Election Meeting, Developer alone may amend this Declaration in order to correct a scrivener's error or other minor defect or omission without the consent of the Unit Owners or the Board, provided that such amendment does not materially and adversely affect a Unit Owner's property rights. This amendment shall be signed by Developer alone and a copy of the amendment shall be furnished to each Unit Owner, the Association and all Institutional Mortgagees as soon after recording thereof amongst the Public Records of the County as is practicable.

F. This Declaration may be amended in the same manner as required for an amendment to the Bylaws when the Declaration is being amended solely for the purpose of setting forth or affixing an amendment of the Bylaws thereto.

G. No amendment of this Declaration or any Article or portion hereof shall be passed which shall impair or prejudice the rights or priorities of Developer or Institutional Mortgagees or prejudice the Corporation without the specific written approval of Developer or the Institutional Mortgagees or the Corporation, as the case may be.

**XXVI. RIGHT OF DEVELOPER TO TRANSACT  
BUSINESS AND TO SELL OR LEASE UNITS OWNED BY IT FREE OF  
RESTRICTIONS SET FORTH IN ARTICLES XIII AND XV**

A. The provisions, restrictions, terms and conditions of Articles XIII and XV hereof shall not apply to Developer as a Unit Owner, lessee, or sublessor, and in the event and so long as Developer shall own any Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to lease in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests.

B. Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Units or real property in Gleneagles including, but not limited to, the right to maintain models, a sales area and a sales office, place signs, employ sales personnel, use the Common Elements and show Units, and Developer reserves and shall have the right make repairs to the Condominium Property and to carry on construction activity. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales area, sales office, signs and any other items pertaining to such sales

and construction efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Paragraph A and B of this Article XXVI may not be suspended, superceded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth in this Paragraph B, the provisions of Paragraph A of this Article XXVI and the other rights reserved by Developer in the Condominium Documents may be assigned in writing by Developer in whole or in part.

**XXVII. ASSOCIATION TO ACQUIRE INTERESTS  
AND ENTER INTO AGREEMENTS**

A. The Master Declaration sets forth the manner in which the Owners of Dwelling Units in Gleneagles, their family members, guests, invitees and lessees may use and enjoy the real property committed to a specific Land Use Classification thereunder and for the sharing of Operating Expenses, Golf Expenses, and Tennis Expenses. The Master Declaration is an agreement contemplated by Section 718.114 of the Act, and the Condominium Property and the provisions of this Declaration are subject to the Master Declaration. Further, all of the covenants set forth in the Master Declaration including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses, Golf Expenses, and Tennis Expenses as therein set forth shall run with the Land submitted to condominium ownership. Any assessments for Operating Expenses made pursuant to the Master Declaration against any "Contributing Unit" (as defined in the Master Declaration) constituting part of the Condominium shall be collectively collected in the same manner and to the same extent and by the same procedure as the Common Expenses, and shall be, in the Corporation's sole and absolute discretion, assessable against all of the Condominium Property as a whole and against the Association. Golf Expenses and Tennis Expenses made pursuant to the Master Declaration against the Unit of any Golf Member or Tennis Member shall be collected against such Golf Members or Tennis Members along with, in the same maner, and by the same procedure as the Common Expenses.

B. The Board is authorized on behalf of the Association to enter into other agreements to acquire other possessory or use interests in real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses.

C. Further, the Board is authorized on behalf of the Association to enter into agreements with private management companies to manage and operate the Condominium, including services and administrative obligations required to be performed

by the Association pursuant to this Declaration. The expenses incurred thereunder shall be Common Expenses.

**XXVIII. RIGHTS OF ELIGIBLE MORTGAGEES**

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

B. Upon written request to the Association any holder of a first mortgage encumbering a Unit shall be entitled to financial statements for the immediately preceding fiscal year to be given within a reasonable time period.

C. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor (such holder, insurer or guarantor is herein referred to as a "Eligible Mortgagee") of a first mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Eligible Mortgagee with timely written notice of the following:

1. Any condemnation loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Eligible Mortgagee;

2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit and;

4. Any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by a Unit Owner owning a Unit encumbered by a mortgage held, insured, or guaranteed by a Eligible Mortgagee where such failure or delinquency has continued for a period of sixty (60) days.

D. Developer and any Eligible Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the assessments which are in default and which may or have become a charge against any Unit. Further, Developer and any Eligible Mortgagees shall have the

right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any "New Tax" as defined in the Declaration, on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Eligible Mortgagees paying insurance premiums or any New Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels.

**XXIX. PROVISIONS RELATING TO CONDEMNATION  
OR EMINENT DOMAIN PROCEEDINGS**

**A. Deposit of Awards with Insurance Trustee**

1. The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

2. The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof by the condemning authority.

**B. Disbursement of Funds**

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in this Declaration and distributed to the Unit Owners and Institutional Mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

**C. Unit Reduced But Tenantable**

If the taking reduces the size of a Unit ("Affected Unit") and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected:

1. The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner thereof.

2. The balance of the award, if any, shall be distributed to the owner of the Affected Unit, and to each mortgagee of the Affected Unit, the remittance being made payable to the Unit Owner and mortgagees as their interests may appear.

3. If the floor area of the Affected Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Unit is reduced by the taking, and then the shares of all Units of the Condominium in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Units of the Condominium in proportion to their share of ownership in the Common Elements.

**D. Affected Unit Made Untenantable**

If the taking is of the entire Affected Unit or so reduces the size of an Affected Unit that it cannot be made tenantable, the award for the taking of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The market value of the Affected Unit immediately prior to the taking shall be paid to the Unit Owner thereof and to each mortgagee thereof as their interests may appear.

2. The remaining portion of the Affected Unit, if any, shall become a part of the Common Elements of the Condominium and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph D.1 above, the work shall be approved in the manner required for further improvements of the Common Elements.

3. The shares in the Common Elements of the Condominium appurtenant to the Units that continue as part of the Condominium ("Continuing Units") shall be adjusted to distribute the ownership of the Common Elements from the Affected Unit among the reduced number of Units in the Condominium. The shares of the Continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Units being allocated to all the Continuing Units in proportion to their relative share of ownership in the Common Elements.

4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners of the Condominium after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

5. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Unit Owner, the mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit, and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in the Condominium in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

#### E. Taking of Common Elements

Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board provided that, if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to mortgagees as their interests may appear.

**F. Amendment of Declaration**

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment of this Declaration that need be approved only by a majority of the Board with the written approvals from Developer and Eligible Mortgagees as may be required pursuant to Article XXV of this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail or registered mail by the Association to Developer, all Unit Owners and Eligible Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County, provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30) day period is waived in writing by the Interested Parties.

**XXX. APPROVAL OF ASSOCIATION LAWSUITS BY UNIT OWNERS**

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Units Owners (at a duly called meeting of the Unit Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) The collection of other charges which Unit Owners are obligated to pay pursuant to the Condominium Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Condominium Documents, including, but not limited to, those against tenants; or
- (d) in an emergency where waiting to obtain the approval of the Unit Owners creates a substantial risk of irreparable injury to the Common Elements or to Unit Owners.

**XXXI. TERMINATION**

A. This Declaration may be terminated by the affirmative written consent of eighty percent (80%) of all Unit Owners and the written consent of all Institutional Mortgagees encumbering Units in this Condominium, provided, however, that the Board must

first approve such termination by a vote of two-thirds (2/3) of the entire Board taken at a special meeting called for that purpose, which meeting must be held prior to the obtaining of written consent from any Unit Owner.

B. In the event of the termination of this Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Unit Owners, pro rata, in accordance with the ownership interest each Unit Owner shares in the Common Elements as provided in this Declaration. Any and all lien rights provided for in this Declaration, the Master Declaration, or elsewhere, including liens for Operating Expenses, Golf Expenses, and Tennis Expenses, shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Unit Owners thereof as tenants in common. Each Unit Owner shall continue to be responsible for his pro rata share of Operating Expenses, and each Golf Member and Tennis Member shall continue to be responsible for his share of Golf Expenses or Tennis Expenses, as appropriate.

IN WITNESS WHEREOF, Developer has caused these presents to be signed on its behalf by its corporate general partner by its Vice President and attested to by its Assistant Secretary of same and its official seal affixed this 15<sup>th</sup> day of October, 1987.

WITNESSES:

RAINBERRY DEVELOPERS ONE COMPANY, LTD., a Florida limited partnership

By: RAINBERRY DEVELOPERS ONE, INC., its general partner

Janie Beck  
BY: Roy Flack  
\_\_\_\_\_, as  
\_\_\_\_\_  
President

Paula J. Douglas  
Attest: Marian Pearlman Nease, Secy  
Marian Pearlman Nease,  
as Assistant Secretary  
[SEAL]

WITNESSES:

GLENEAGLES CONDOMINIUM V ASSOCIATION INC. a Florida corporation not for profit

Janie Beck  
By: Roy Flack  
Roy Flack, President

Paula J. Douglas  
Attest: Gilbert Edelman  
Gilbert Edelman,  
Secretary

[SEAL]

STATE OF Florida )  
COUNTY OF Palm Beach ) : ss:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Roy Flack and, Marian Pearlman Nease, the President and Assistant



ORB 5461 Pg 1322

EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
GLENEAGLES CONDOMINIUM V

Legal Description of Land

NOT A CERTIFIED COPY

ORB 5461 Pg 1323

EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 21 , TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF TRACTS C-1, C-2, AND ACCESS TRACT A-1, OF "GLENEAGLES PLAT NINE", AS RECORDED IN PLAT BOOK 55 ON PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE DESCRIBED PARCELS CONTAIN 12.463 ACRES (TOTAL), MORE OR LESS.

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 127 OF GLENEAGLES CONDOMINIUM V, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND COMMON ELEMENTS SERVING BUILDING NO. 127 HAVE BEEN SUBSTANTIALLY COMPLETED, ALL IN ACCORDANCE WITH SECTION 718.104 (4)e OF THE FLORIDA STATUTES.

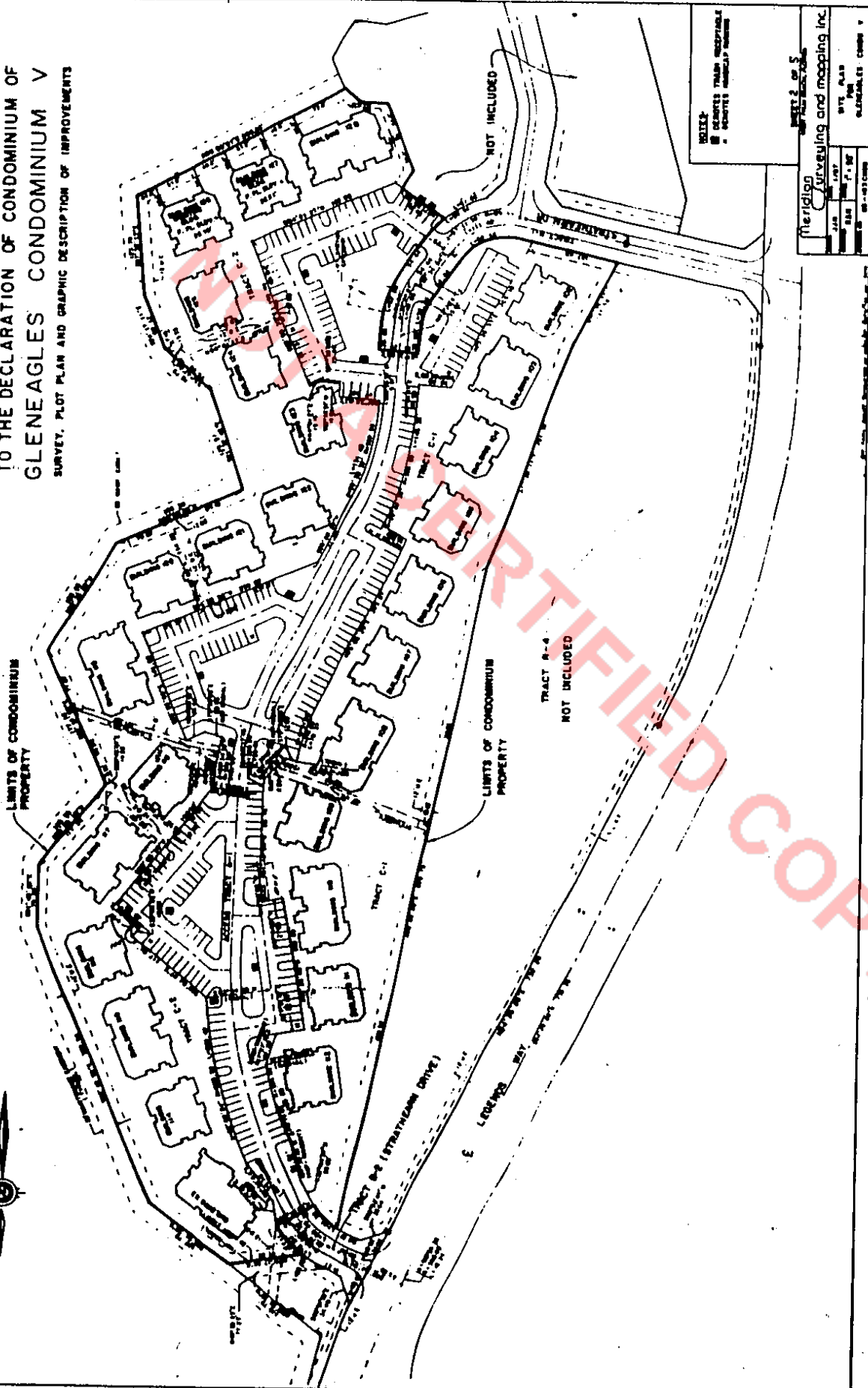
1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY SHEPHERD, LEGAN, ALDRIAN, LTD.
3. THE PROPOSED MINIMUM UNFINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANTMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. BUILDINGS 102 THROUGH 125 AND 128 ARE PROPOSED AT THIS TIME.

  
WESLEY B. HAAS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3708

10/23/87  
DATE

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

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



NOTES:  
 ■ EXISTING TRAILS, UNDESIRABLE  
 ■ EXISTING UNDESIRABLE TRAILS

Meridian  
 Surveying and Mapping Inc.  
 1000 W. 10th St.  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 521-1100  
 Fax: (405) 521-1101  
 E-mail: meridian@meridian-surveying.com

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

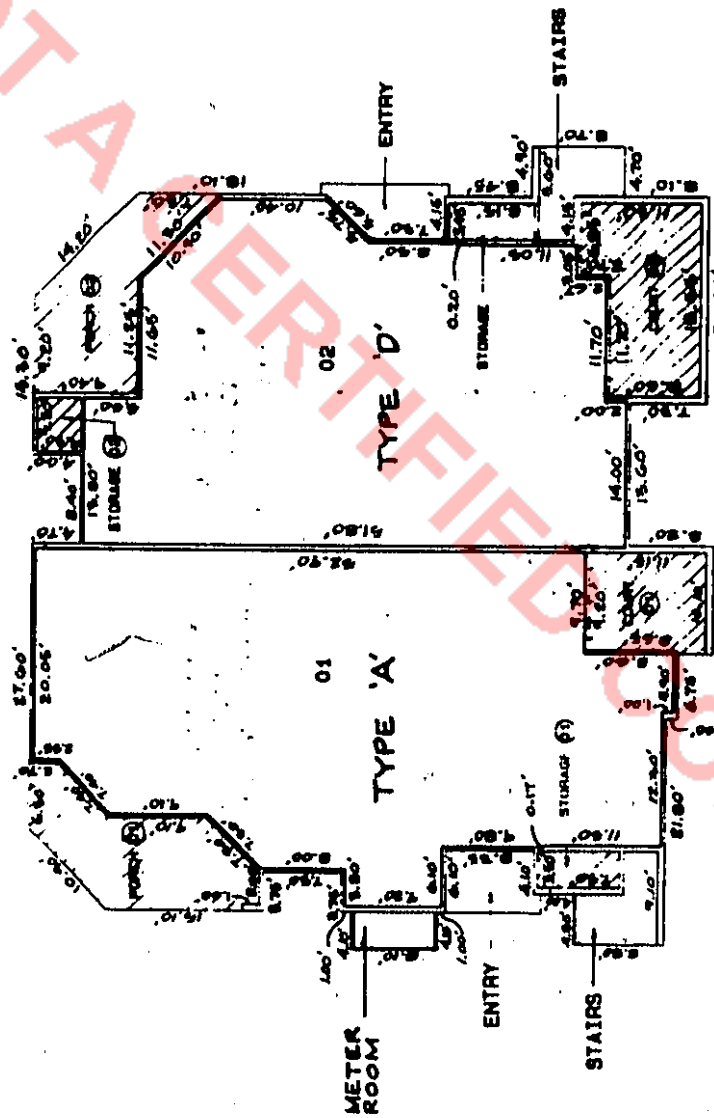
ARTIFIED COPY

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FIRST FLOOR PLAN  
 BUILDING NO. 127

UNFINISHED FIRST FLOOR ELEVATION 22.21'  
 UNFINISHED FIRST FLOOR CEILING ELEVATION 50.28'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



LEGEND

- DENOTES UNIT BOUNDARY.
- ▨ DENOTES LIMITED COMMON ELEMENT.
- ⊕ DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPLICANT.
- ⊙ DENOTES COMMON ELEMENT.

DATE: 5.15.05

Meridian  
 Surveying and Mapping Inc.

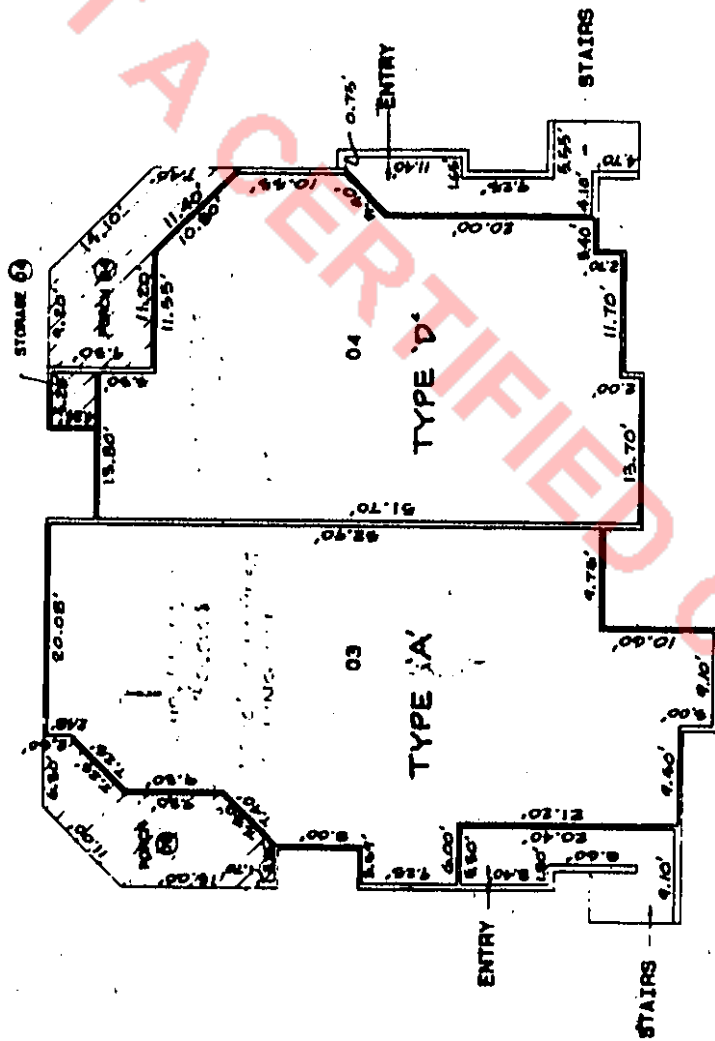
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECOND FLOOR PLAN  
 BUILDING NO. 127

FINISHED SECOND FLOOR ELEVATION 50.86'  
 UNFINISHED SECOND FLOOR CEILING ELEVATION 58.96'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND:
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.
  - ①

PAGE 4 OF 5

200 Lambert Street  
 West Palm Beach, FL 33411-2000

Meridian  
 Surveying and Mapping Inc.

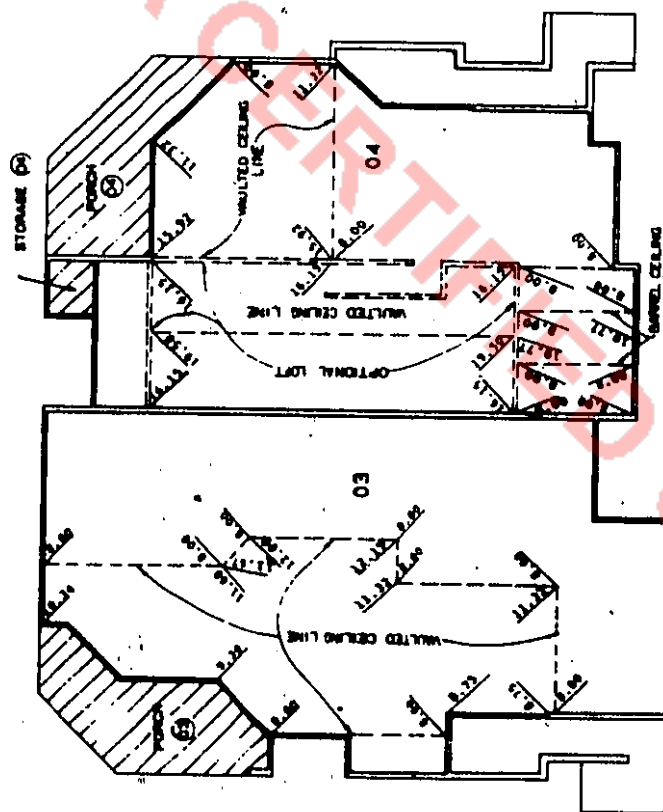
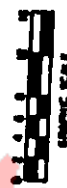
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
TYPICAL CEILING ELEVATIONS

BUILDING NO. 127

NOTE: FOR ACTUAL ELEVATIONS OF UNFINISHED VAULTED CEILING LINES, ADD DIMENSIONS SHOWN HEREIN TO THE UNFINISHED SECOND FLOOR ELEVATION.

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



LEGEND  
--- DENOTES LIMITED COMMON ELEMENT.  
--- DENOTES ELEVATION DIFFERENCE FROM UNFINISHED SECOND FLOOR TO CEILING.  
--- DENOTES LIMITS OF VAULTED CEILING.

Sheet 5 of 5  
Meridian Surveying and Mapping Inc.  
2000 Lakeside Drive  
West Palm Beach, FL 33411-2000  
Tel: 561-833-1100  
Fax: 561-833-1101  
www.meridianmapping.com

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

NOTES TO EXHIBIT B TO  
DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

1. Description of Units

A. Unit Boundaries

(i) Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries thereof:

(a) Upper Boundaries: The planes established by the elevations of the bottom surface of the unfinished structural ceiling of the uppermost story of the Unit.

(b) Lower Boundaries: The planes established by the elevations of the upper surface of the unfinished floor of the lower story of the Unit.

(c) No part of the floor of the upper floor or loft (if any), ceiling of the lower floor, stairwell adjoining floors, or nonstructural interior walls shall be considered a boundary of the Unit.

(ii) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes of the innermost unfinished surfaces of the exterior walls of the Building bounding such Unit, extended to intersections with other perimetrical boundaries, and excluding any "Apertures" (as hereinafter defined).

(b) Interior Building Walls: The vertical planes established by the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimetrical boundaries.

(c) Apertures: Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors ("Aperture"), the perimetrical boundary at all such places will be coincident with the innermost surface of the exterior wall of the Building adjacent to such Aperture, so that the Aperture and its framework will be excluded from the Unit.

B. The Unit shall not be deemed to include utility services, including, but not limited to, electrical, plumbing, television transmission and antennas, which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit they may be located in and shall also not include columns or partitions (to the unfinished interior surfaces thereof) contributing to the support of the Building. These items are part of the Common Elements.

2. Description of the Common Elements and Limited Common Element Air Conditioning Compressors

A. All land and all portions of the Condominium Property not within any Unit are part of the Common Elements.

B. The Common Elements within a Unit are described in Note 1.B above.

C. In addition to the Limited Common Element storage areas, porches and courts which may serve a Unit, as shown on this Exhibit B, the Air Conditioning Compressor serving a particular Unit shall be a Limited Common Element appurtenant to that Unit.

EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM  
OF  
GLENEAGLES CONDOMINIUM V

Schedule of Shares in Common Elements

<u>Unit*</u>	<u>Share in Common Elements</u>	<u>No. of Units</u>	
A1 Units	.840522	37	= 31.0993
A2 Units	.834828	37	= 30.8886
C Units	.646221	14	= 9.0471
D1 Units	.735840	17	= 12.5093
D2 Units	.967980	<u>17</u>	= <u>16.4557</u>
		122	100.0000

\* The type of unit includes the floor designation. For example, the Type Unit "A1" refers to all Type A units located on the first floor of a Building. The type of unit is set forth on the floor plans which are part of Exhibit B to the Declaration.

EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM  
OF  
GLENEAGLES CONDOMINIUM V

Articles of Incorporation of Gleneagles Condominium V  
Association, Inc.

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GLENEAGLES CONDOMINIUM V ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 4, 1987, as shown by the records of this office.

The document number of this corporation is N22362.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
4th day of September, 1987.



Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION  
OF THE  
GLENEAGLES CONDOMINIUM V ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)

FILED  
1987 SEP -4 AM 9:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit, under and in accordance with Chapter 617, Florida Statutes, the undersigned hereby associates into a corporation, for the purpose and with the powers hereinafter set forth, and to that end, does by these Articles of Incorporation, certify and set forth the following:

EXPLANATION OF TERMINOLOGY

A. The terms contained in these Articles of Incorporation which are contained in the Condominium Act, Chapter 718, Florida Statutes, 1986, as amended prior to the date of execution of these Articles, shall have the meaning of such terms set forth in such Act. All terms which are defined in the Declaration of Condominium of Gleneagles Condominium V ("Declaration") shall be used herein with the same meanings as defined in said Declaration.

B. "Association" as used herein shall mean Gleneagles Condominium V Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE I  
NAME

The name of this Association shall be the GLENEAGLES CONDOMINIUM V ASSOCIATION, INC., whose present address is 5150 Linton Boulevard, Delray Beach, Florida 33435.

ARTICLE II  
PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate and manage the Condominium and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof and other real and personal property.

ARTICLE III  
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Condominium Documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing the use of Units, Common Elements and Condominium Property;

(b) to make levy, collect and enforce Annual and Special Assessments ("Assessments") against Unit Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium, and the payment of the Association's share of the Operating Expenses, Golf Expenses, and Tennis Expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

(d) to reconstruct improvements of the Condominium Property in the event of casualty or other loss;

(e) to enforce by legal means the provisions of the Condominium Documents;

(f) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association, and to perform in accordance with the terms of the Master Declaration;

(g) to carry out its duties and obligations under the Master Declaration.

ARTICLE IV  
MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by Members shall be as follows:

1. Until such time as the Condominium is submitted to the condominium ownership by the recordation of the Declaration amongst the Public Records of Palm Beach County, Florida, the Members of this Association shall be comprised solely of Developer.

2. Once the Condominium is submitted to the condominium form of ownership by the recordation of the Declaration, the Unit Owners, which in the first instance means Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.

3. Thereafter, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit in the Condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County, Florida, whereupon, the membership in the Association of the prior owner thereof, if any, shall terminate as to that Unit. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

4. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Unit.

5. Each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and the Bylaws.

6. The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

(a) There shall be only one (1) vote for each Unit. If there is more than one (1) Unit Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person, such Unit Owners, collectively, shall be

entitled to only one (1) vote determined in the manner set forth by the Declaration.

(b) The Members shall elect the Board in the manner provided in Article IX of these Articles.

(c) The President or the President's proxy shall serve as the "Representative" of the Association at meetings of the Corporation, as set forth in the Declaration and in the Bylaws.

ARTICLE V  
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI  
INCORPORATOR

The name and address of the Incorporator of the Association is Gilbert Edelman of 5150 Linton Boulevard, Delray Beach, Florida 333435.

ARTICLE VII  
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the

office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Roy Flack
Vice President	Marian Pearlman Nease
Secretary/Treasurer	Gilbert Edelman

ARTICLE IX  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall initially be three (3). After the "Majority Election Meeting" (as that term is hereinafter defined), the Board may vote to increase the number of Directors to five (5).

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
Roy Flack	5150 Linton Boulevard Delray Beach, Florida 33435
Marian Pearlman Nease	5150 Linton Boulevard Delray Beach, Florida 33435
Gilbert Edelman	5150 Linton Boulevard Delray Beach, Florida 33435

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. When Unit Owners other than Developer ("Purchaser Members") shall first own fifteen percent (15%) or more of the Total Units (as defined in Paragraph D herein), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at a special meeting ("Initial Election Meeting") to be called by the Board, notice of which

shall be given within sixty (60) days after the conveyance to Purchaser Members of fifteen percent (15%) or more of the Total Units. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board." The Initial Elected Board shall succeed the First Board upon their election and designation. Subject to the provisions of Paragraph D herein, the Initial Elected Board shall serve until the next Annual Members Meeting, whereupon, one-third (1/3) of the Board shall be elected by all the Purchaser Members and the remaining members of the Board shall be designated by Developer. Directors shall continue to be so elected and designated at each subsequent Annual Members Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur ("Majority Election Event"):

1. Three (3) years after fifty percent (50%) of the total number of Units in the Condominium, one hundred twenty-two (122) ("Total Units"), have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of Palm Beach County, Florida; or

2. Three (3) months after ninety percent (90%) of the Total Units have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of Palm Beach County, Florida; or

3. When all of the Total Units have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold and none of the others are being offered for sale by Developer in the ordinary course of business; or

4. When some of the Total Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

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

5. When Developer, as Developer has the right to do at any time, upon written notice to the Association, relinquishes its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting ("Majority Election Meeting") to be called by the Board, notice of which shall be given within sixty (60) days of the Majority Election Event.

F. The Initial Election Meeting and Majority Election Meeting shall be called by the Association, through its Board, by written notice of meeting given to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the number of Directors to be designated by Developer.

G. Upon the earlier to occur of the following events, Developer shall cause all of its designated Directors to resign ("Developer's Resignation Event"):

(a) When Developer no longer holds for sale five percent (5%) of the Total Units in the ordinary course of business; or

(b) When Developer, as Developer has the right to do at any time, causes the voluntary resignation of all of the Directors designated by it.

In the event the Developer's Resignation Event occurs after the Majority Election Meeting, then upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall appoint a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members Meeting, at which time the Members shall elect his successor. If, upon the Developer's Resignation Event, the Majority Election Meeting has not occurred, then, prior to the resignation of the Directors appointed by Developer, the Directors shall call the Majority Election Meeting in accordance with the Bylaws and the Act.

H. At each Annual Members Meeting held subsequent to the Developer's Resignation Event, the Directors shall be elected by the Members of the Association to "Initial Terms" (as that term is hereinafter defined) as follows: One (1) of the Directors (or two (2), if the Board has been increased to five (5) Directors) shall serve for a period ("Initial Term") of one (1) year,

commencing with the first Annual Members Meeting held subsequent to the Developer's Resignation Event. The remaining two (2) Directors (or three (3), if the Board has been increased to five (5) Directors) shall serve for a period ("Initial Term") of two (2) years, commencing with the first Annual Members Meeting held subsequent to the Developer's Resignation Event. At the termination of each Director's Initial Term, each Director elected at an Annual Members Meeting shall thereafter serve for a period of two (2) Years.

I. The resignation of a member of the Board who has been elected or designated by Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever, excepting only willful misconduct or gross negligence, from the beginning of the world to the day of such resignation. Members of the Board designated by the Developer do not have to be members of the Association.

#### ARTICLE X INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any

and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI  
BYLAWS

The Bylaws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws and the Act. As is set forth in the Bylaws, the Bylaws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

ARTICLE XII  
AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of the Declaration.

B. After the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended by any of the following methods:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members Meeting, or a special meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the

votes of all Members. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

4. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Palm Beach County, Florida.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent therefor by Developer.

F. Notwithstanding the foregoing provisions of this Article XII, the Board may amend these Articles alone, without a vote of the Members, in order to correct a scrivener's error in these Articles.

#### ARTICLE XIII CONFLICT

In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws the provisions of these Articles shall prevail.

#### ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5150 Linton Boulevard, Delray Beach, Florida 33435, and the initial registered agent of the Association at that address shall be Roy Flack.

IN WITNESS WHEREOF, I, Gilbert Edelman, Incorporator of Gleneagles Condominium V Association, Inc., have hereunto affixed my signature, this 6 day of August, 1987.

Gilbert Edelman  
Gilbert Edelman

STATE OF FLORIDA )  
 )ss.:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared GILBERT EDELMAN, to me known to be the person described as Incorporator of the Association, and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6<sup>th</sup> day of August, 1987.

Marie Beck  
Notary Public  
My Commission Expires Nov. 16, 1987

Notary Public, State of Florida  
My Commission Expires Nov. 16, 1987  
Bonded thru Troy Fair Insurance, Inc.

The undersigned hereby accepts the designation of Registered Agent of Gleneagles Condominium V Association, Inc., as set forth in Article XIV of these Articles.

Roy Flack  
Roy Flack

STATE OF FLORIDA )  
 )ss.:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ROY FLACK, to me known to be the person described as initial registered agent, in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes

therein expressed.

WITNESS my hand and official seal this 6<sup>th</sup> day of, August, 1957.

James Beck  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Nov. 16, 1987  
Evaded The Tray Life Insurance, Inc.

GLENEAGLES #2G:  
ARTICLES  
01/28/87:ND

NOT A CERTIFIED COPY

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EXHIBIT E  
TO  
DECLARATION OF CONDOMINIUM  
OF  
GLENEAGLES CONDOMINIUM V

Bylaws of Gleneagles Condominium V Association, Inc.

B Y L A W S  
OF THE  
GLENEAGLES CONDOMINIUM V ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)

Section 1. Identification of Association

These are the Bylaws of the Gleneagles Condominium V Association Inc., hereinafter referred to as the "Association," as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of managing, operating and administering Gleneagles Condominium, hereinafter referred to as the "Condominium," within the multi-staged, residential community known as "Gleneagles" located in Palm Beach County, Florida.

1.1 The office of the Association shall be for the present at 5150 Linton Boulevard, Delray Beach, Florida, 33435, and thereafter may be located at any place in Palm Beach County, Florida, designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year, or as otherwise determined by the Board.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association are incorporated herein by reference.

Section 3. Membership in the Association,  
Members' Meetings, Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association or such other place in Palm Beach County, Florida, as determined by the Board and as designated in the notice of such

meeting at such time and on such day between January 1 and March 31 of each year ("Annual Members Meeting"), as determined by the Board; provided, however, that said date may be changed by resolution of the Board so long as the Annual Members Meeting for any year shall be held not later than thirteen (13) months after the last preceding Annual Members Meeting. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles), and to transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members shall be held at any place within Palm Beach County, Florida, whenever called by the President, Vice President or a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-third (1/3) of the Members. Further, Special Meetings shall be called by the President upon receipt of written notice from the Corporation of a meeting of the Members thereof, which Special Meeting shall be held prior to the date of the noticed meeting of the Members of the Corporation for the purpose of voting on the questions before the Members of the Corporation.

3.4 A written notice of the meeting (whether the Annual Members Meeting or a special meeting of the Members) shall be mailed to each Member entitled to vote at his last known address as it appears on the books of the Association. Such written notice of an Annual Members Meeting shall be mailed to each Member (in the manner required by the Act and any amendments thereto in effect at the time of mailing) not less than fourteen (14) days nor more than forty (40) days prior to the date of the Annual Members Meeting. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days nor more than forty (40) days prior to the date of a special meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Notice of the Annual Members Meeting shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to an Annual Members Meeting. If a meeting of the Members, either a special meeting or an Annual Members Meeting, is one which, by express provision of the Act or Condominium Documents, there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 3.4, then the aforesaid express provision shall govern. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after a

meeting, which waiver shall be in writing and shall set forth a waiver of written notice of such meeting.

3.5 The Members may, at the discretion of the Board, act by written agreement in lieu of meeting, provided written notice of the matter or matters to be agreed upon is given to the Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Members as to the matter or matters to be agreed upon (as evidenced by written response to be solicited in the notice) shall be binding on the Members provided a quorum of the Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

3.6 A quorum of the Members shall consist of persons entitled to cast a majority of the votes of the entire membership and decisions shall be made by owners of a plurality of the Units represented at a meeting at which a quorum is present. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such party for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one which, by express provisions of the Act or the Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of a meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings of the Members shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Declaration and Articles. Such votes may be cast in person, by proxy or by "Voting Certificate" (as defined in Article VIII of

the Declaration). "proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. A proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Members any Member may demand the use of a secret written ballot for voting on such matter. The Chairman of the meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.11 Cumulative voting shall not be permitted.

#### Section 4. Board of Directors; Directors' Meetings

4.1 The form of administration of the Association shall be by a Board of not less than three (3) Directors, subject to the increase as set forth in Article IX of the Articles.

4.2 The provisions of the Articles setting forth the selection, election, designation and removal of Directors are hereby incorporated herein by reference.

4.3 Subject to Section 4.5 below and to Developer's rights as set forth in the Articles and as set forth in Section 4.5 (c) below, vacancies in the Board shall be filled by persons appointed by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Members Meeting and shall serve for the term Prescribed in Section 4.4 of these Bylaws.

4.4 The term of each Director's service shall extend until the next Annual Meeting at which his term expires as provided in Article IX of the Articles, and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the Purchaser Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interests of the Association. The provisions of Section 718.112 (k) of the Act regarding the removal of Directors are incorporated herein. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing prior to the meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting of the Members, or at the Annual Members Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Purchaser Members in accordance with Section 4.5 (a) above.

(c) A Director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it and Developer shall notify the Board of the name of the respective successor Director and the commencement date for the term of such successor Director.

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

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at

least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of Members. Notice of any meeting where "Assessments" (as such term is hereinafter defined) against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Any Director may waive notice of a meeting before, during or after a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting being held because of such an adjournment, any business which might have been transacted at the meeting as originally called may be transacted. In the case of a meeting, notice to the Directors of such adjournment shall, subject to the Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President.

4.11 Directors' fees, if any, shall be determined by a majority of the Members.

4.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The minutes shall be retained by the Association for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

4.13 The Board shall have the power to appoint executive committees of the Board consisting of not less than a majority of the total number of Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committee by the Board.

4.14 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting

of the Board, such Member shall not participate in the meeting, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than a mere observer at such meeting or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board, unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to the following:

5.1 Making and collecting Annual and Special Assessments (hereinafter collectively referred to as "Assessments") against Members to pay the costs of Common Expenses. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Declaration.

5.2 Collecting the Members' portion of Operating Expenses and the cost of collecting same.

5.3 Collecting Golf Expenses and Tennis Expenses assessed by the Corporation against these Golf Members and Tennis Members owning Units in the Condominium, and the costs of collection, as required under the Condominium Documents.

5.4 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.5 Maintaining, repairing and operating the Condominium Property.

5.6 Reconstructing improvements after casualties and losses and making further authorized improvements of the Condominium Property.

5.7 Making and amending rules and regulations with respect to the use of the Condominium Property.

5.8 Approving or disapproving subject to payment of any deposit and fee which may be imposed by the Board pursuant to 718.112(2)(i) of the Act, with respect to any proposed lease and renewals thereof in accordance with the provisions set forth in the Declaration.

5.9 Enforcing by legal means the provisions of the Condominium Documents including the Declaration, the Articles, these Bylaws, the Master Declaration, and the rules and regulations adopted by the Association and the applicable provisions of the Act.

5.10 To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations and maintenance, repair and replacement of Common Elements and other services with funds that shall be made available by the Association for such purposes and to terminate such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

5.11 Paying taxes and assessments which are or may become liens against the Common Elements and any Units owned by the Association and assessing the same against Units which are or may become subject to such liens.

5.12 Purchasing and carrying insurance for the protection of Unit Owners and the Association against casualty and liability for the Condominium property.

5.13 Paying costs of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Units.

5.14 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association, including the hiring of a resident manager and paying all salaries therefor.

5.15 Performing all of the covenants, conditions and obligations as set forth in the Master Declaration or required thereby.

5.16 To acquire, own, mortgage and convey real and personal property and take such other reasonable actions in that regard.

5.17 Electing, designating, and removing officers in accordance with the terms and provisions of the Condominium Documents.

Section 6. Officers of the Association

6.1 The officers of the Association shall be a President, who shall be a Director, one (1) or several Vice Presidents, a Treasurer and a Secretary. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, appoint such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board. The President shall also be the Representative of the Association or appoint by written proxy a party to be the Representative of the Association at meetings of the Corporation, including, without limitation, meetings of only the Golf Members or Tennis Members, as provided in the Master Declaration, and as set forth in the Declaration.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one (1) Vice president elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium Property

#### Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with acceptable accounting methods which shall be open to inspection by Members or their authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written financial reports or statements of the accounting records shall be supplied at least annually, as set forth more fully in Section 7.2 (f) below, to the Members. The accounting records shall include (a) a record of all receipts and expenditures, including, as applicable, and not limited to, costs for security, professional management taxes, refuse collection and utility services, lawn care, building maintenance and repair, insurance, administrative and salary expenses, and general maintenance and depreciation reserves; (b) an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each Assessment charged to the Unit, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due for each Unit; (c) an account indicating the Common Expenses allocated under the

Condominium budget and the Common Expenses actually incurred during the course of the fiscal year; and (d) separate accounts for Operating Expenses, Golf Expenses, and Tennis Expenses, charged against the Association as a whole and against each Unit, as appropriate.

7.2 (a) The Board shall adopt a budget of the Common Expenses of the Association and the Condominium ("Budget") for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose not later than December 15 of each year. In the event a Budget is not adopted during such period, it shall not abrogate or alter Unit Owners' obligations to pay Common Expenses. Prior to the Budget Meeting a proposed Budget shall be prepared by or on behalf of the Board, which Budget shall include where applicable, but not be limited to, the following items of expense:

- (i) Administration of the Association
- (ii) Management fees
- (iii) Maintenance
- (iv) Taxes upon Association property
- (v) Insurance
- (vi) Other expenses
- (vii) Security provisions
- (viii) Operating capital
- (ix) Reserves
- (x) Fees payable to the Division of Florida  
Land Sales, Condominiums, and Mobile Homes
- (xi) Association's share of taxes, insurance and  
other operating expenses.

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget shall not alter or abrogate the obligation to pay Common Expenses.

(b) The Board shall disclose in the Budget the Operating Expenses charged against the Members of the Association by the Corporation, notwithstanding that such Operating Expenses are not Common Expenses and are not part of the Budget.

(c) The Board may also include in any such proposed Budget a sum of money as a Common Expense Assessment for the making of betterments to the Condominium Property for anticipated

expenses by the Association which are not anticipated to be incurred on a regular or annual basis or for the establishment of reserves for repair or replacement of the Condominium Property either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3 (a) hereof. In addition, the Board shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof repair and replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This sum of money shall also be considered an Excluded Expense under Section 7.3 (a) hereof. Notwithstanding anything contained herein, the Members may by a majority vote determine for a particular fiscal year to budget no reserves or reserves less adequate than required herein.

(d) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year or as otherwise determined by the Board; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made monthly or as otherwise determined by the Board in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, Common Expense Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year.

(e) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(f) A financial report of the actual receipts and expenditures of the Association for the previous twelve (12) months shall be prepared annually by an accountant or Certified Public Accountant designated by the Board. Either a copy of such report or a complete set of financial statements shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report or statement shall be deemed to be furnished to the Member upon its delivered or mailing to the Member at his last known address shown on the books and records of the Association.

7.3 Until the provisions of Section 718.112(2)(e) of the Act relative to the Members approval of a Budget requiring Common Expense Assessments against the Members in excess of one hundred fifteen percent (115%) of such Common Expense Assessments for the Members in the preceding year are declared invalid by the Courts, or until amended by the Florida Legislature (however, if such amendment merely substitutes another amount for one hundred fifteen percent (115%), then such new amount shall be substituted for one hundred fifteen percent (115%) each time it is used in this Section 7.3), the following shall be applicable:

(a) Should the budget adopted by the Board at the Budget Meeting require Common Expense Assessments against the Members of an amount not greater than 115% of such Common Expense Assessments for the prior year, the Budget shall be deemed approved. If, however, the Common Expense Assessments required to meet the Budget exceed 115% of such Common Expense Assessments against the Members for the preceding year (an "Excess Assessment"), then the provisions of Sections 7.3(b), (c) and (d) hereof shall be applicable; provided that in computing whether a Common Expense Assessment constitutes an Excess Assessment, there shall be excluded from such computation certain expenses ("Excluded Expenses"), including the following:

(i) Reserves for repair or replacement of the Condominium Property;

(ii) Anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and

(iii) Common Expense Assessments for betterments to the Condominium Property.

(b) While the Board is "controlled by Developer": Should an Excess Assessment be adopted by the Board while Developer is in control of the Board, then a special meeting of the Members shall be called by the Board which shall be held not

less than ten (10) days subsequent to the sending of written notice to each Member, but within twenty (20) days after the Budget Meeting. At said special meeting the Excess Assessment shall be presented to the Members. If at said special meeting a majority of the Members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If, at said special meeting of the Members a majority of the Members shall not approve the Excess Assessment, then the Board shall reconvene at a special meeting so as to reduce the items of anticipated expense in the Budget, other than the Excluded Expenses, in an amount necessary so that the Budget adopted by the Board will not result in an Excess Assessment against the Members.

(c) After the Board is not "controlled by Developer:" Should the Excess Assessment be adopted by the Board after the Board is not controlled by Developer, then upon written application requesting a special meeting signed by ten percent (10%) or more of the Members, and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held not less than ten (10) days subsequent to the sending of written notice to each Member, but within thirty (30) days of the delivery of such application and shall enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Members. If such a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at such special meeting, then the Budget originally adopted by the Board shall be the final Budget. If no written application is delivered, as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

(d) The term "controlled by Developer" means the period of time when a majority of the Board is designated by Developer.

(e) Notwithstanding the provisions of this Section 7.3, the Board does not have the authority or power to reduce the Association's share of Operating Expenses assessed by the Corporation pursuant to the Master Declaration. This statement is for explanation purposes only and a deletion or amendment hereof cannot grant or convey such authority or power.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits

shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as provided in the Declaration.

7.4 Allocation of Common Expenses and Determination of Annual Assessment

(a) The Budget constitutes an estimate of the expenses of the Association and for the Condominium. Subsequent to the "Original Assessment Period" (as described in the Declaration), this estimate of the expenses of the Association and the Condominium shall be multiplied by the share in Common Expenses assigned to each Unit within the Condominium and the resultant product plus the share of Operating Expenses, Golf Expenses, and Tennis Expenses attributable to each Unit shall constitute the Annual Assessment for such Unit.

(b) Notwithstanding the allocation to each Unit of its Annual Assessment, a Unit Owner shall also be liable for any Special Assessments levied against his Unit by the Board as provided in the Declaration or by the Corporation as provided in the Master Declaration.

7.5 Manner of Collecting Annual Assessments

The Association shall collect Annual Assessments and Special Assessments from the Unit Owners in the manner set forth in the Declaration and the other Condominium Documents.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and the use of the Condominium Property by Unit Owners (provided that such rules and regulations are not inconsistent with those promulgated by the Corporation) at any meeting of the Board, provided, however, that such rules and regulations are not inconsistent with other Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Unit Owners at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Enforcement Procedures

Pursuant to Article XXIII, Paragraph B of the Declaration, the Association shall have the right to assess reasonable fines against an Owner or its guests, relatives, or lessees, in the manner provided herein. Each Board ("Appointing Board") shall

have the power to create an "Enforcement Committee" to be comprised of three (3) Members, one of which shall be a member of the Board, and one of which shall be designated as the Chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

(a) Conduct of Enforcement Hearing

The "Alleged Non-complying Member" shall be given reasonable opportunity to be heard.

(b) Powers of the Enforcement Committee

The Enforcement Committee shall have the power to:

- (i) Adopt rules for the conduct of its hearings;
- (ii) Effectuate the provisions set forth in this provision;
- (iii) Issue Orders consistent with this provision; and
- (iv) Order Non-complying Members to pay a fine not to exceed Fifty Dollars (\$50.00).

(c) Notice to Alleged Non-complying Members

Alleged Non-complying Members shall be given reasonable notice at least seven (7) days in advance of said hearing. No alleged Non-complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 10. Arbitration

In the event of internal disputes arising from the operation of the condominium among unit owners, associations and their agents and assigns, then said parties shall attempt to resolve said disputes through voluntary binding arbitration, in accordance with the then existing rules of the American Arbitration Association." The cost of the arbitration proceeding shall be borne equally between the two disputing parties. A judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction.

Section 11. Amendment of the Bylaws

11.1 These Bylaws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with the notice of the special meeting of the Members or Annual Members Meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

11.2 An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

11.3 Amendments to these Bylaws shall be made in accordance with the requirements of the Act and amendments thereto in effect at the time of amendment.

11.4 No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any "Eligible Mortgagee," as defined in the Declaration, the validity of the mortgage held by any such Eligible Mortgagee or any of the rights of Developer.

11.5 No amendment to these Bylaws is valid unless recorded with identification on the first page thereof of the book and page of the public records where the Declaration is recorded.

Section 12. Conflict

In the event of any conflict between the provisions of the Declaration, the Articles, and the provisions of these Bylaws, the provisions of the Declaration and Articles shall prevail.

The foregoing Bylaws of the Gleneagles Condominium V Association, Inc. are hereby adopted by all of the Directors of the Gleneagles Condominium V Association, Inc. as and constituting the Board of Directors of said Association this 11 day of Aug, 1987.

Robert Edelman

B. Hall

William Westman Wall

GLENEAGLES #2G:  
BYLAWS  
01/28/87:ND

EXHIBIT F  
TO  
DECLARATION OF CONDOMINIUM  
OF  
GLENEAGLES CONDOMINIUM V

Schedule of Interim Assessments

NOT A CERTIFIED COPY

## SCHEDULE OF INTERIM ASSESSMENTS\*

<u>TYPE UNIT</u>	<u>PER UNIT ANNUALLY</u>	<u>PER UNIT QUARTERLY</u>	<u>PER UNIT MONTHLY</u>
<b>First Assesment Period:</b>			
A1	\$1,046.84	\$ 261.71	\$ 87.24
A2	1,039.75	259.94	86.65
C1	804.85	201.21	67.07
D1	916.47	229.12	76.37
D2	1,205.59	301.40	100.47
<b>Second Assessment Period:</b>			
A1	\$1,203.87	\$ 300.97	\$ 100.32
A2	1,195.71	298.93	99.64
C1	925.58	231.40	77.13
D1	1,053.94	263.49	87.83
D2	1,386.43	346.61	115.54

\* Please refer to Article XVII.B.8 of the Declaration for the beginning and ending times of each Interim Assessment Period. The Interim Assessments for Common Expenses do not include the Operating Expenses, Golf Dues, or Tennis Dues payable by a Unit Owner pursuant to the Master Declaration.

\*\* The type of unit includes the floor designation. For example, the Type Unit "A1" refers to all Type A units located on the first floor of a Building. The type of unit is set forth on the floor plans which are part of Exhibit B to the Declaration.

CONSENT OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM  
OF GLENEAGLES CONDOMINIUM V

FIRST AMERICAN BANK AND TRUST, a Florida state banking corporation (the "Collateral Assignee"), is the collateral assignee of that certain Real Estate Mortgage and Security Agreement given to First American Equity Corporation and recorded in Official Records Book 4833, Page 378, as collaterally assigned to Collateral Assignee in Official Records Book 4440, Page 502 of the Public Records of Palm Beach County, Florida, as amended (the "Mortgage"), which Mortgage encumbers the real property described in Exhibit A (the "Property") attached to the Declaration of Condominium (the "Declaration") of Gleneagles Condominium V (the "Condominium") to which this Consent is attached,

DOES HEREBY:

1. Consent to the execution and recording of the Declaration executed on behalf of RAINBERRY DEVELOPERS ONE COMPANY, LTD., a Florida limited partnership;
2. Subordinate the lien of the Mortgage to the Declaration; and
3. Agree that the lien of the Mortgage shall be upon all of the units of the Condominium, together with all the appurtenances thereto, including, but not limited to, common and limited common elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration as such consent is required by Chapter 718, Florida Statutes.

Except as otherwise expressly set forth herein, the terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.



CONSENT OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM  
OF GLENEAGLES CONDOMINIUM V

FIRST AMERICAN EQUITY CORPORATION, a Florida corporation (the "Mortgagee"), the mortgagee under that certain Real Estate Mortgage and Security Agreement recorded in Official Records Book 4833, Page 378 of the Public Records of Palm Beach County, Florida, as collaterally assigned to First American Bank and Trust under a collateral assignment recorded in Official Records Book 4440, Page 502 (the "Mortgage"), which Mortgage encumbers the real property described in Exhibit A (the "Property") attached to the Declaration of Condominium (the "Declaration") of Gleneagles Condominium V (the "Condominium") to which this Consent is attached,

DOES HEREBY:

1. Consent to the execution and recording of the Declaration executed on behalf of RAINBERRY DEVELOPERS ONE COMPANY, LTD., a Florida limited partnership;
2. subordinate the lien of the Mortgage to the Declaration; and
3. Agree that the lien of the Mortgage shall be upon all of the units of the Condominium, together with all the appurtenances thereto, including, but not limited to, common and limited common elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration as such consent is required by Chapter 718, Florida Statutes.

Except as otherwise expressly set forth herein, the terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.

6

Nothing contained in this Consent shall impair or diminish the lien of the Mortgage on any portion of any property which is not included in the Property which is being subjected to the Declaration, if any.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

FIRST AMERICAN EQUITY CORPORATION

Carol M. Frick  
Mari Roseman

By: James A. Paul

Attest: Robert D. Seldomridge

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF Palmetto Beach ) SS:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 1987 by James A. Paul and Robert D. Seldomridge, the Vice President and Vice President, respectively, of FIRST AMERICAN EQUITY CORPORATION, on behalf of the corporation.

Starr Miller  
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires October 22, 1989

CONSENT OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM  
OF GLENEAGLES CONDOMINIUM V

CENVILL INVESTORS, INC., a Delaware corporation (the "Mortgagee"), the owner and holder of that certain Real Estate Mortgage and Security Agreement given to First American Bank and Trust on March 15, 1984 and recorded in Official Records Book 4197, Page 716, as assigned to Mortgagee by Assignment on July 8, 1987 in Official Records Book 5344, Page 1536 of the Public Records of Palm Beach County, Florida, as corrected under corrective instrument filed under Clerk's File No. 87-254516 (which mortgage, as amended, shall be referred to herein as the "Mortgage"), which Mortgage encumbers the real property described in Exhibit A (the "Property") attached to the Declaration of Condominium (the "Declaration") of Gleneagles Condominium V (the "Condominium") to which this Consent is attached,

DOES HEREBY:

1. Consent to the execution and recording of the Declaration executed on behalf of RAINBERRY DEVELOPERS ONE COMPANY, LTD., a Florida limited partnership;
2. Subordinate the lien of the Mortgage to the Declaration; and
3. Agree that the lien of the Mortgage shall be upon all of the units of the Condominium, together with all the appurtenances thereto, including, but not limited to, common and limited common elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration as such consent is required by Chapter 718, Florida Statutes.

Except as otherwise expressly set forth herein, the terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.



EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 21 , TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF TRACTS C-1, C-2, AND ACCESS TRACT A-1, OF "GLENEAGLES PLAT NINE", AS RECORDED IN PLAT BOOK 55 ON PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE DESCRIBED PARCELS CONTAIN 12.463 ACRES (TOTAL), MORE OR LESS.

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

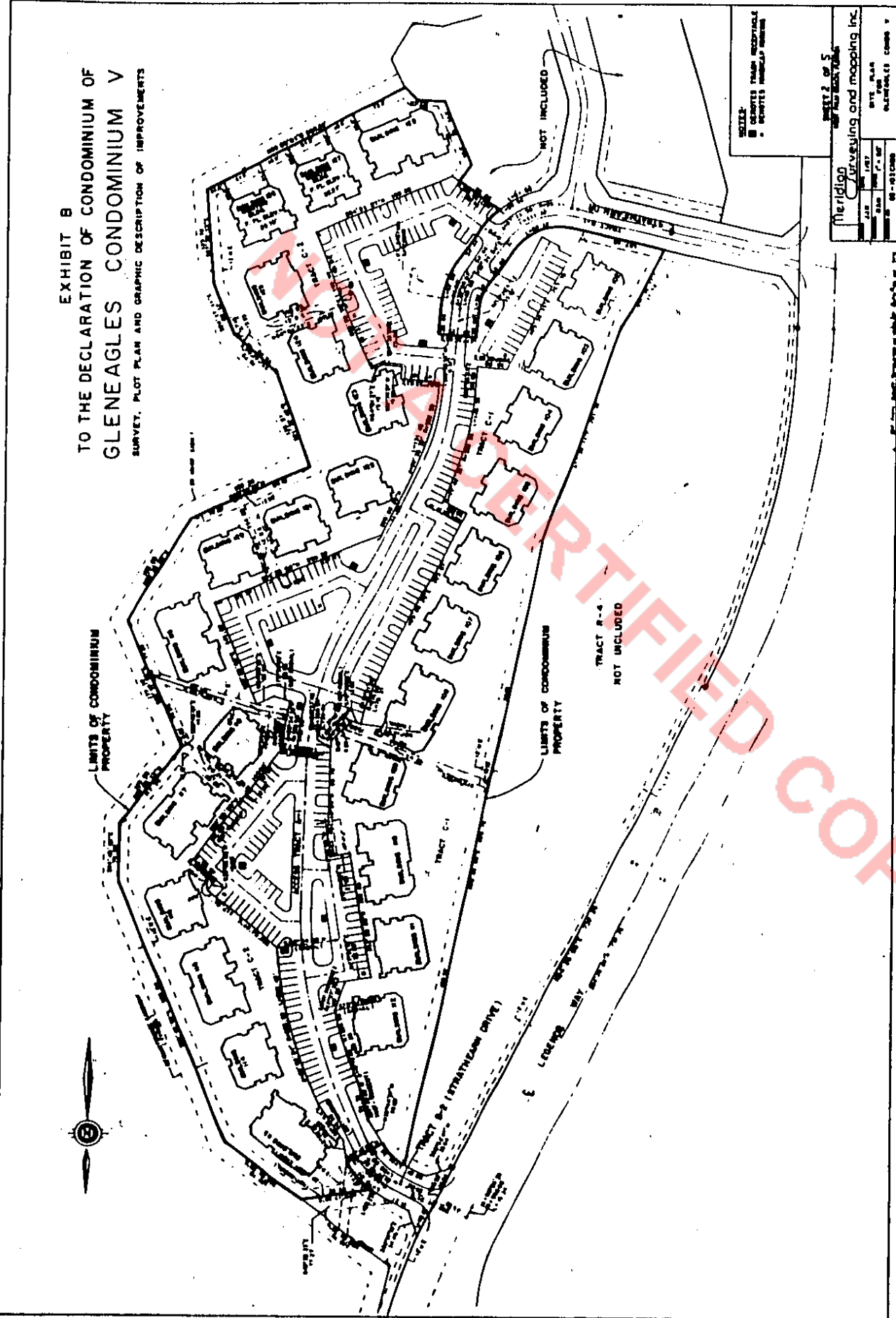
I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 127 OF GLENEAGLES CONDOMINIUM V, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND COMMON ELEMENTS SERVING BUILDING NO. 127 HAVE BEEN SUBSTANTIALLY COMPLETED, ALL IN ACCORDANCE WITH SECTION 718.104 (4)e OF THE FLORIDA STATUTES.

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY SHEPHERD, LEGAN, ALDRIAN, LTD.
3. THE PROPOSED MINIMUM UNFINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANIMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. BUILDINGS 102 THROUGH 125 AND 128 ARE PROPOSED AT THIS TIME.

  
WESLEY B. HAAS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3708

10/23/87  
DATE

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



SIZES:  
 ■ CONCRETE TRAMP STRUCTURE  
 □ CONCRETE TRAMP STRUCTURE  
 ● CONCRETE TRAMP STRUCTURE

SHEET 2 of 5  
 Meridian  
 Surveying and Mapping Inc.  
 1000 10th Ave S  
 Suite 100  
 Minneapolis, MN 55415  
 (612) 338-1100

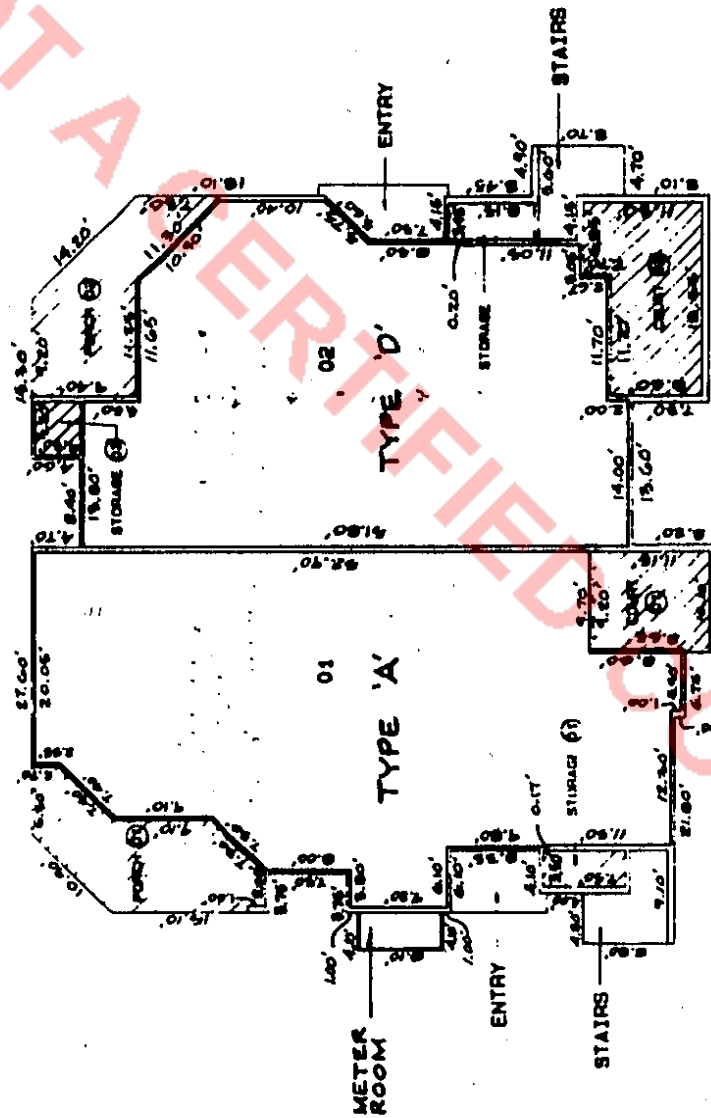
**RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.**

# EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF GLENEAGLES CONDOMINIUM V SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FIRST FLOOR PLAN  
BUILDING NO. 127

UNFINISHED FIRST FLOOR ELEVATION 22.21 50.28  
UNFINISHED FIRST FLOOR CEILING ELEVATION

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND:
- DENOTES UNIT BOUNDARY.
  - ▨ DENOTES LIMITED COMMON ELEMENT.
  - ⊙ DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPROPRIATE.
  - ⊗ DENOTES COMMON ELEMENT.

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

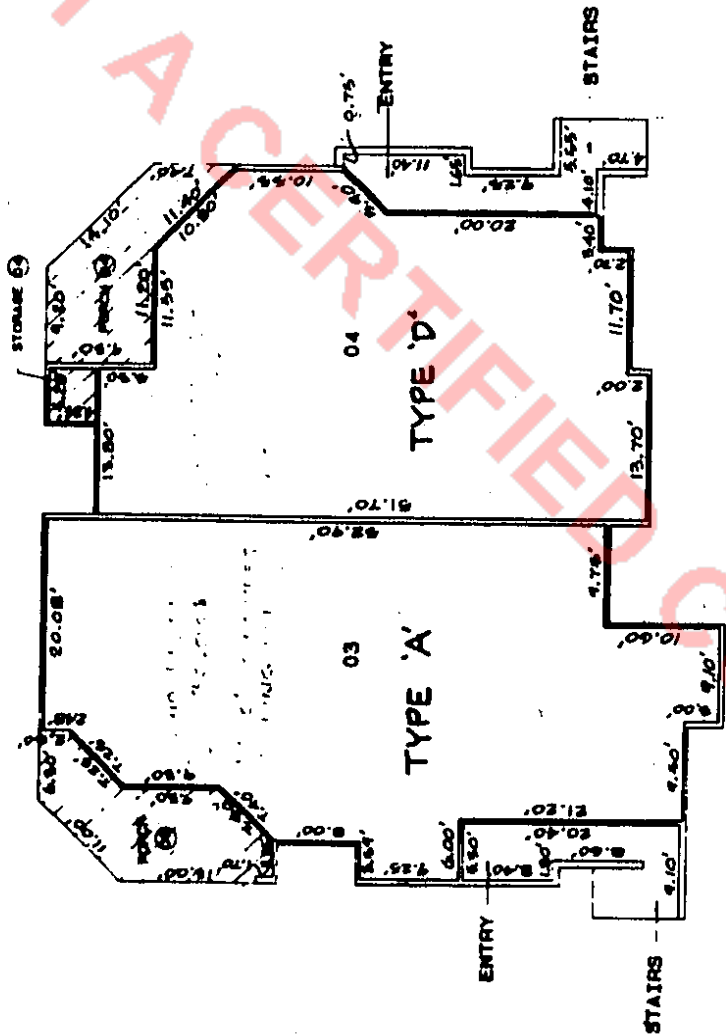
305  
 Meridian  
 Surveying and Mapping Inc.  
 1000 Lakeside Drive  
 West Hill, Ontario, M7 1Y9-1R9  
 416-291-0000

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECOND FLOOR PLAN  
BUILDING NO. 127

DEFINISHED SECOND FLOOR ELEVATION 30.86'  
UNDEFINISHED SECOND FLOOR CEILING ELEVATION 58.96'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPLICANT.

SHEET 4 OF 5

1000 Lakeside Street  
West Palm Beach, FL 33411-2888

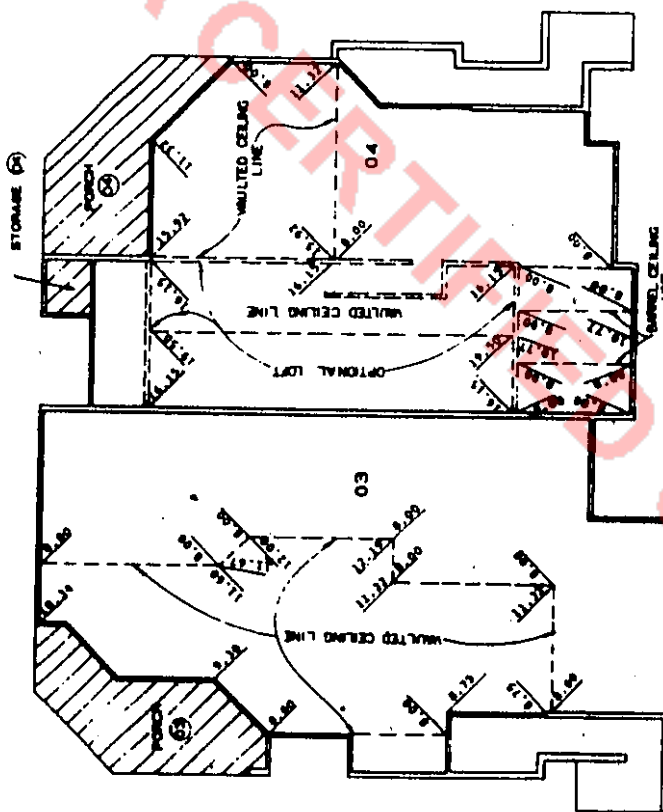
Meridian  
Surveying and Mapping Inc.

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 TYPICAL CEILING ELEVATIONS

BUILDING NO. 127

NOTE: FOR ACTUAL ELEVATIONS OF UNFINISHED VAULTED CEILING  
 LINES, ADD DIMENSIONS SHOWN HEREIN TO THE UNFINISHED  
 SECOND FLOOR ELEVATION.

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



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

LEGEND:  
 DENOTES LIMITED COMMON ELEMENT.  
 DENOTES ELEVATION DIFFERENCE FROM UNFINISHED  
 SECOND FLOOR TO CEILING.  
 DENOTES LIMITS OF VAULTED CEILING.

sheet 5 of 5  
 Meridian Surveying and Mapping Inc.  
 2000 University Drive  
 West Palm Beach, FL 33411-1000  
 561-832-1111

ORB 5461 Pg 1379

EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 21 , TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF TRACTS C-1, C-2, AND ACCESS TRACT A-1, OF "GLENEAGLES PLAT NINE", AS RECORDED IN PLAT BOOK 55 ON PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE DESCRIBED PARCELS CONTAIN 12.463 ACRES (TOTAL), MORE OR LESS.

SHEET 1 OF 1.

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

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

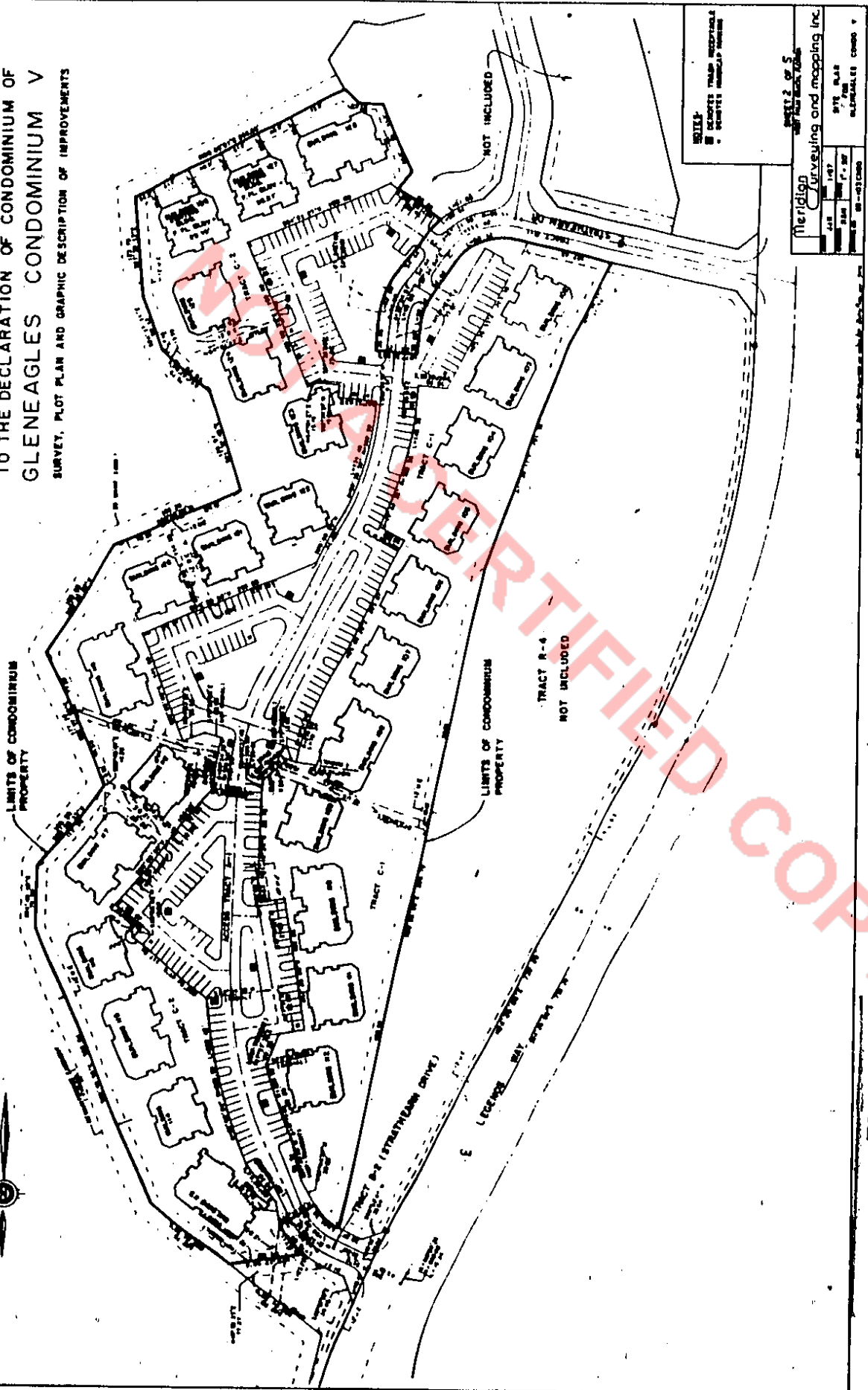
I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 127 OF GLENEAGLES CONDOMINIUM V, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND COMMON ELEMENTS SERVING BUILDING NO. 127 HAVE BEEN SUBSTANTIALLY COMPLETED, ALL IN ACCORDANCE WITH SECTION 718.104 (4)e OF THE FLORIDA STATUTES.

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY SHEPHERD, LEGAN, ALDRIAN, LTD.
3. THE PROPOSED MINIMUM UNFINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANTMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. BUILDINGS 102 THROUGH 125 AND 128 ARE PROPOSED AT THIS TIME.

  
WESLEY B. HAAS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3708

10/23/97  
DATE

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



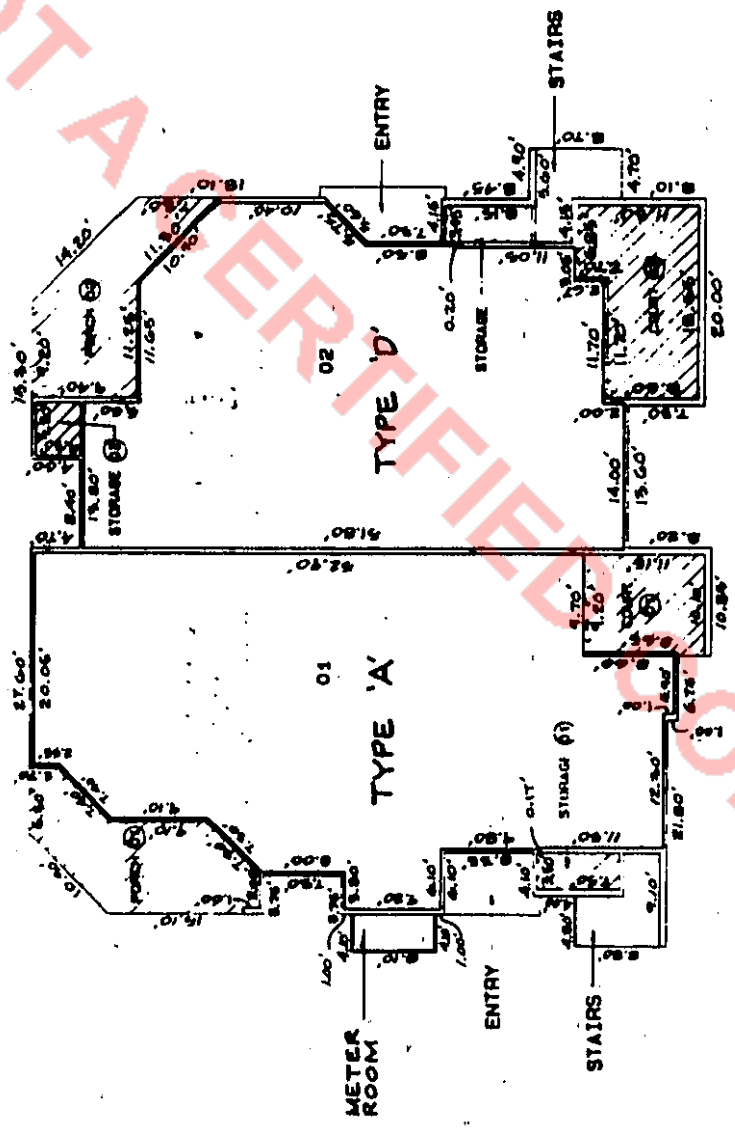
RECORDERS MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FIRST FLOOR PLAN  
 BUILDING NO. 127

UNFINISHED FIRST FLOOR ELEVATION: 22.21  
 UNFINISHED FIRST FLOOR CEILING ELEVATION: 50.25

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND:
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - ① DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.
  - XXXXX DENOTES COMMON ELEMENT.

DATE: 3.05

Meridion  
 Surveying and Mapping Inc.  
 2000 Lambert Street  
 West Palm Beach, FL 33411-1800

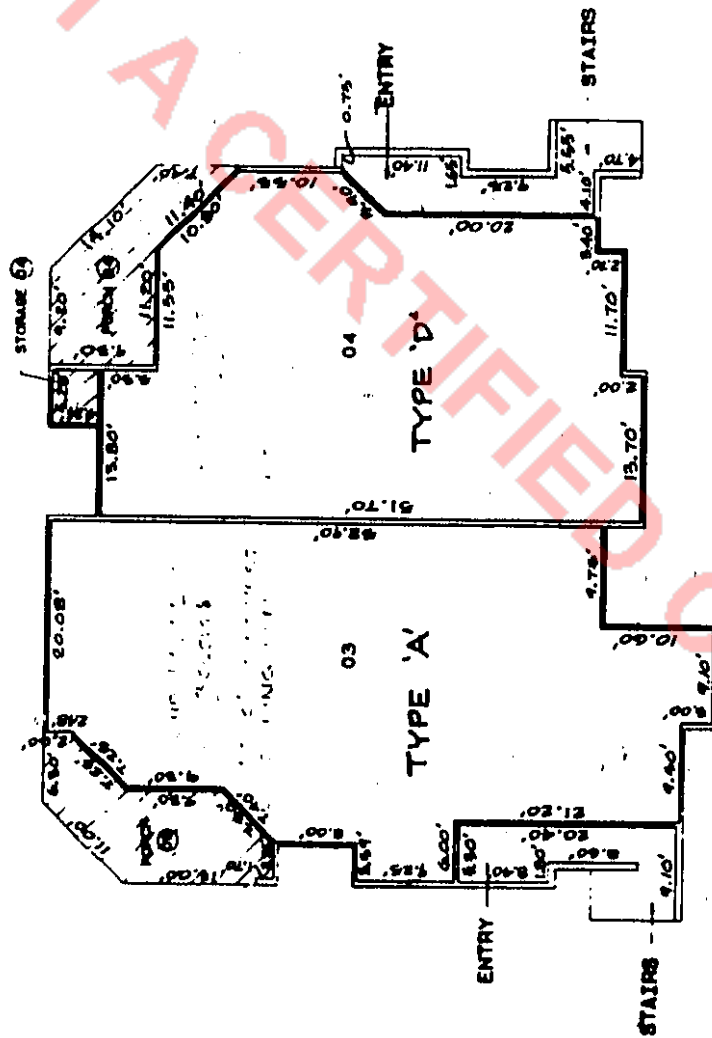
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECOND FLOOR PLAN  
 BUILDING NO. 127

UNFINISHED SECOND FLOOR ELEVATION 30.26'  
 UNFINISHED SECOND FLOOR CEILING ELEVATION 38.96'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND:
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.

SHEET 4 OF 5

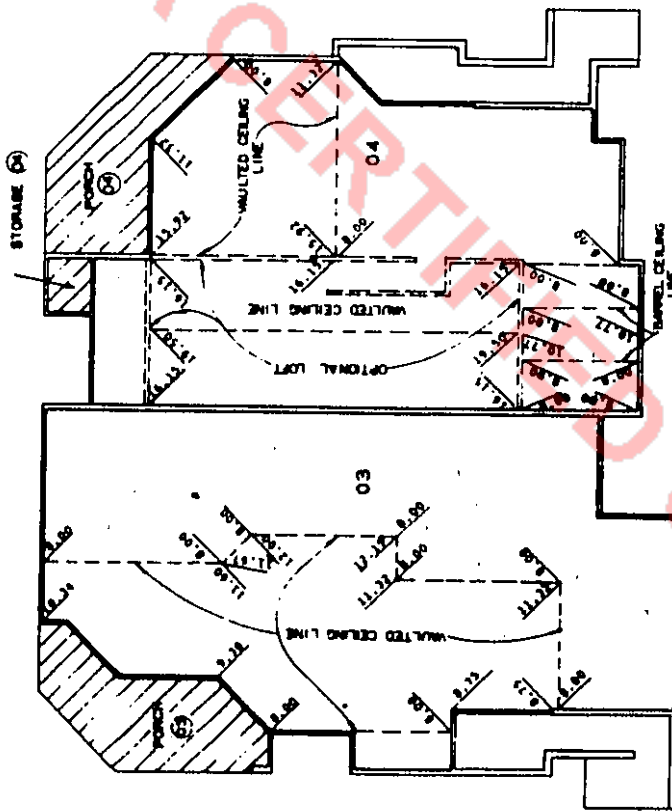
Meridion  
 Surveying and Mapping Inc.  
 2020 Lakeside Drive  
 West Palm Beach, FL 33411-3800

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
TYPICAL CEILING ELEVATIONS

BUILDING NO. 127

NOTE: FOR ACTUAL ELEVATIONS OF UNFINISHED VAULTED CEILING LINES, ADD DIMENSIONS SHOWN HEREIN TO THE UNFINISHED SECOND FLOOR ELEVATION.

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



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

LEGEND  
--- DENOTES LIMITED COMMON ELEMENT.  
--- DENOTES ELEVATION DIFFERENCE FROM UNFINISHED SECOND FLOOR TO CEILING.  
--- DENOTES LIMITS OF VAULTED CEILINGS.

Sheet 5 of 5  
Meridian Surveying and Mapping Inc.  
2000 Lakeside Drive  
West Palm Beach, FL 33411-2900  
Tel: 561-833-1111  
Fax: 561-833-1112

EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 21 , TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF TRACTS C-1, C-2, AND ACCESS TRACT A-1, OF "GLENEAGLES PLAT NINE", AS RECORDED IN PLAT BOOK 55 ON PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE DESCRIBED PARCELS CONTAIN 12.463 ACRES (TOTAL), MORE OR LESS.

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 127 OF GLENEAGLES CONDOMINIUM V, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND COMMON ELEMENTS SERVING BUILDING NO. 127 HAVE BEEN SUBSTANTIALLY COMPLETED, ALL IN ACCORDANCE WITH SECTION 718.104 (4)e OF THE FLORIDA STATUTES.

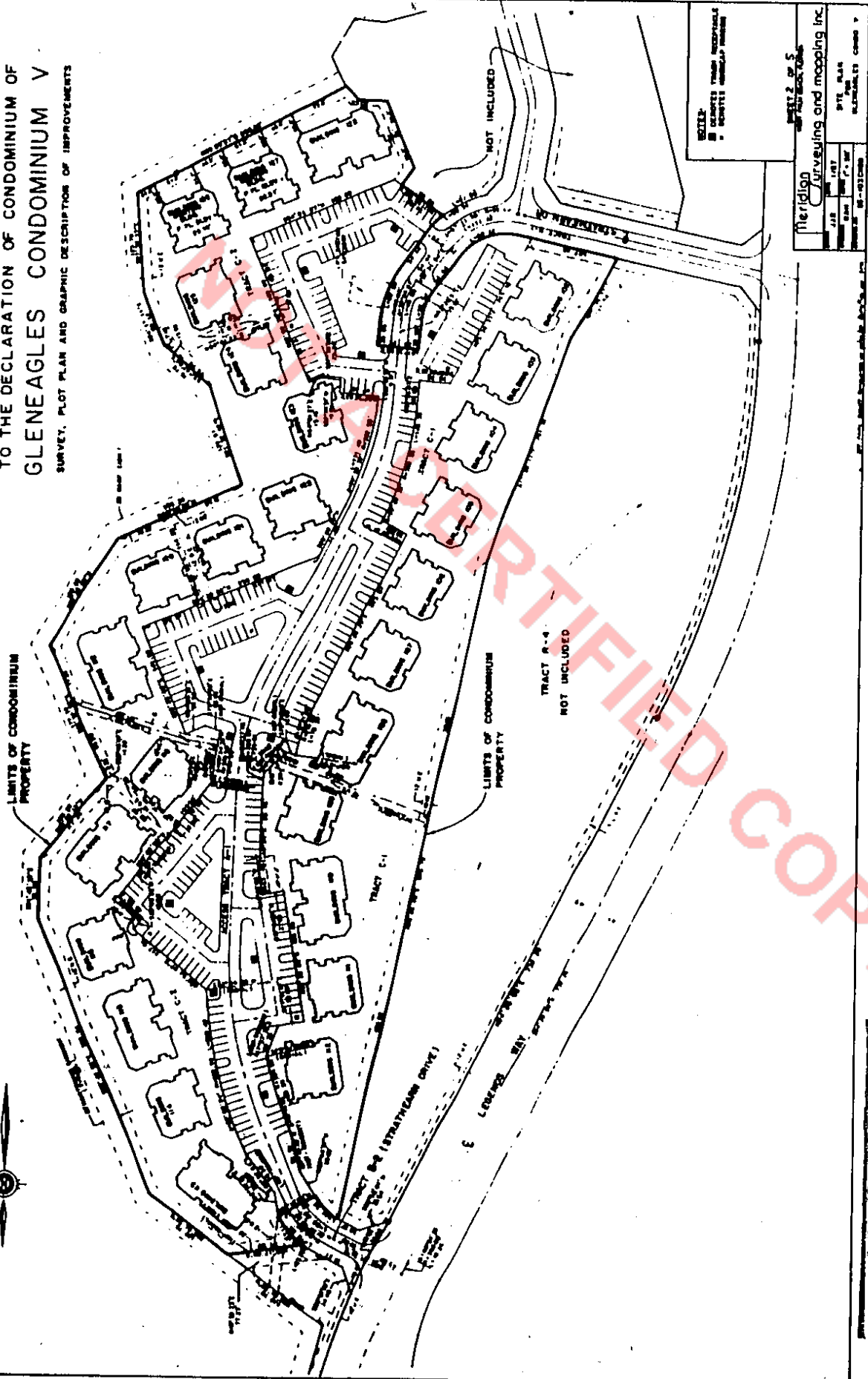
1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY SHEPHERD, LEGAN, ALDRIAN, LTD.
3. THE PROPOSED MINIMUM UNFINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANTMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. BUILDINGS 102 THROUGH 125 AND 128 ARE PROPOSED AT THIS TIME.

  
WESLEY B. HAAS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3708

10/23/87  
DATE

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

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



NOTICE: THESE IMPROVEMENTS OR CHANGES ARE SUBJECT TO LOCAL ORDINANCES.

SHEET 2 OF 5

Meridian  
Surveying and Mapping Inc.

DATE	1/17/12
BY	BLAINE
PROJECT	GLENEAGLES CONDO V

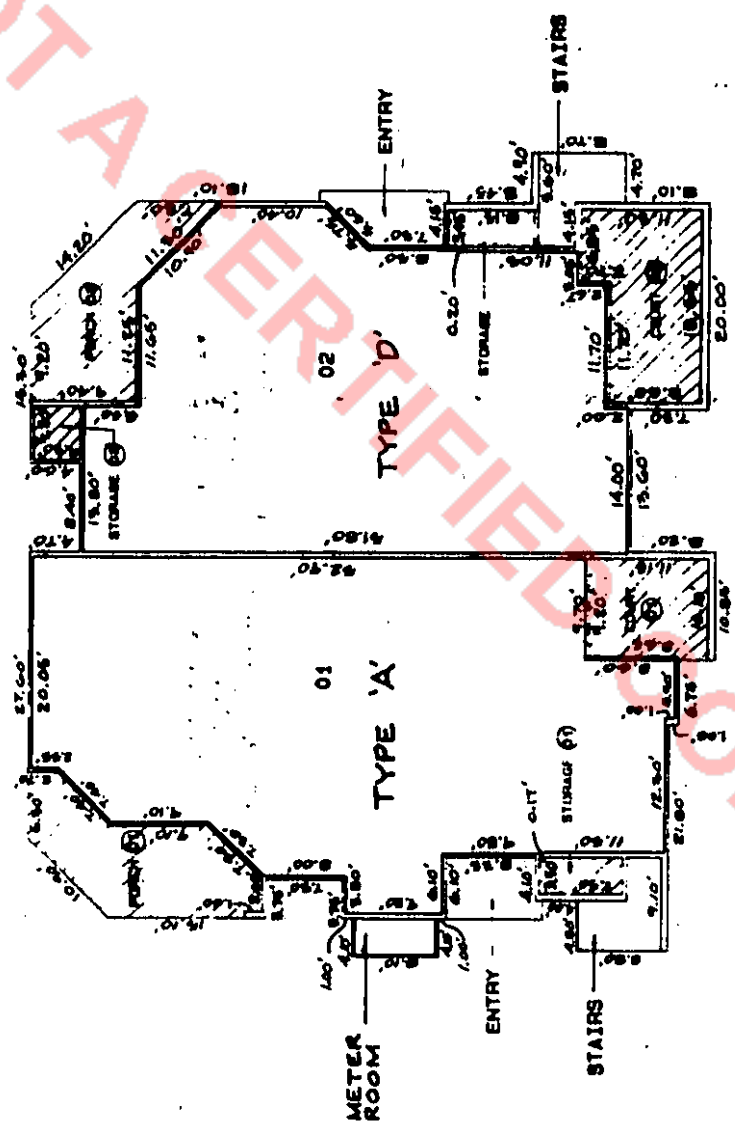
RECORDERS MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FIRST FLOOR PLAN  
BUILDING NO. 127

UNFINISHED FIRST FLOOR ELEVATION 22.21  
UNFINISHED FIRST FLOOR CEILING ELEVATION 50.28

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND:
- DENOTES UNIT BOUNDARY.
  - ▨ DENOTES LIMITED COMMON ELEMENT
  - ① DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.
  - DENOTES COMMON ELEMENT

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

DATE: 3-2-5

Meridign Surveying and Mapping Inc.

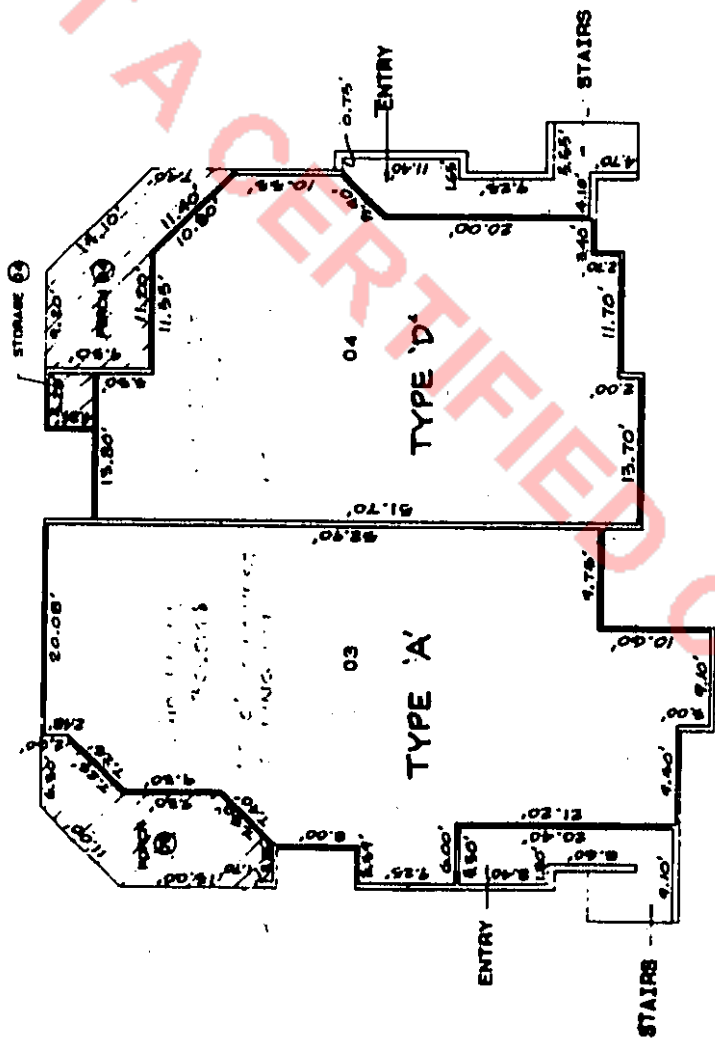
1111 11th Street, N.W.  
Washington, D.C. 20004

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECOND FLOOR PLAN  
BUILDING NO. 127

UNFINISHED SECOND FLOOR ELEVATION 50.00'  
UNFINISHED SECOND FLOOR CEILING ELEVATION 58.96'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



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

LEGEND

- DENOTES UNIT BOUNDARY.
- DENOTES LIMITED COMMON ELEMENT.
- DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.

sheet 4 of 5

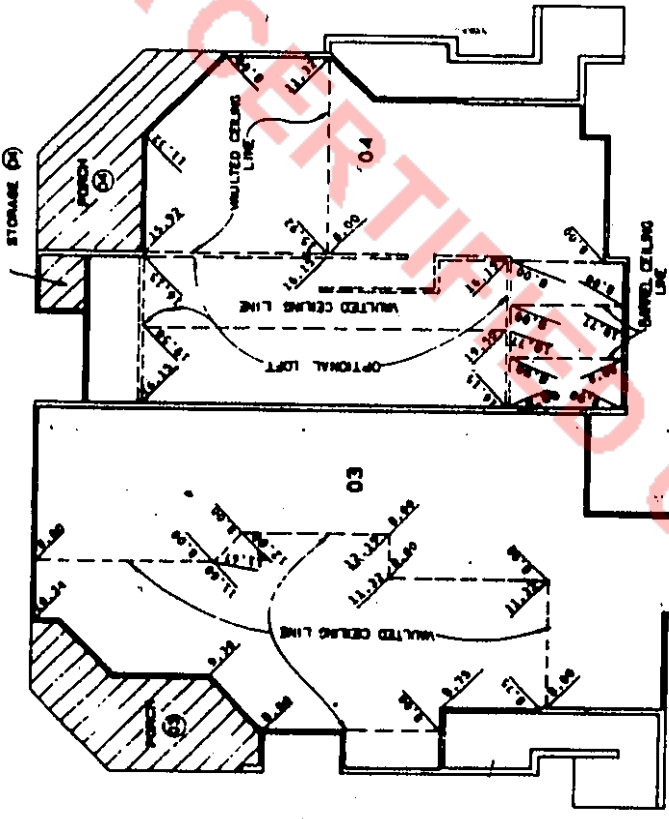
Meridian  
Surveying and Mapping Inc.  
200 Lambert Street  
West York, Ontario, M3J 1K3  
Tel: (416) 491-5000

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
TYPICAL CEILING ELEVATIONS

BUILDING NO. 127

NOTE: FOR ACTUAL ELEVATIONS OF UNFINISHED VAULTED CEILING LINES, ADD DIMENSIONS SHOWN HEREIN TO THE UNFINISHED SECOND FLOOR ELEVATION.

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



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

LEGEND  
--- DENOTES LIMITED COMMON ELEMENT.  
--- DENOTES ELEVATION DIFFERENCE FROM UNFINISHED SECOND FLOOR TO CEILING.  
--- DENOTES LIMITS OF VAULTED CEILING.

WEST 5 OF 5  
2000 Lumley Street  
West Palm Beach, FL 33411-3000  
Meridian Surveying and Mapping Inc.  
11/15/2005  
11/15/2005

EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

LEGAL DESCRIPTION:

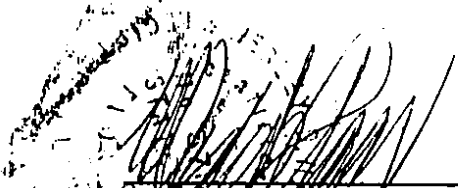
A PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF TRACTS C-1, C-2, AND ACCESS TRACT A-1, OF "GLENEAGLES PLAT NINE", AS RECORDED IN PLAT BOOK 55 ON PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE DESCRIBED PARCELS CONTAIN 12.463 ACRES (TOTAL), MORE OR LESS.

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 127 OF GLENEAGLES CONDOMINIUM V, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND COMMON ELEMENTS SERVING BUILDING NO. 127 HAVE BEEN SUBSTANTIALLY COMPLETED, ALL IN ACCORDANCE WITH SECTION 718.104 (4)e OF THE FLORIDA STATUTES.

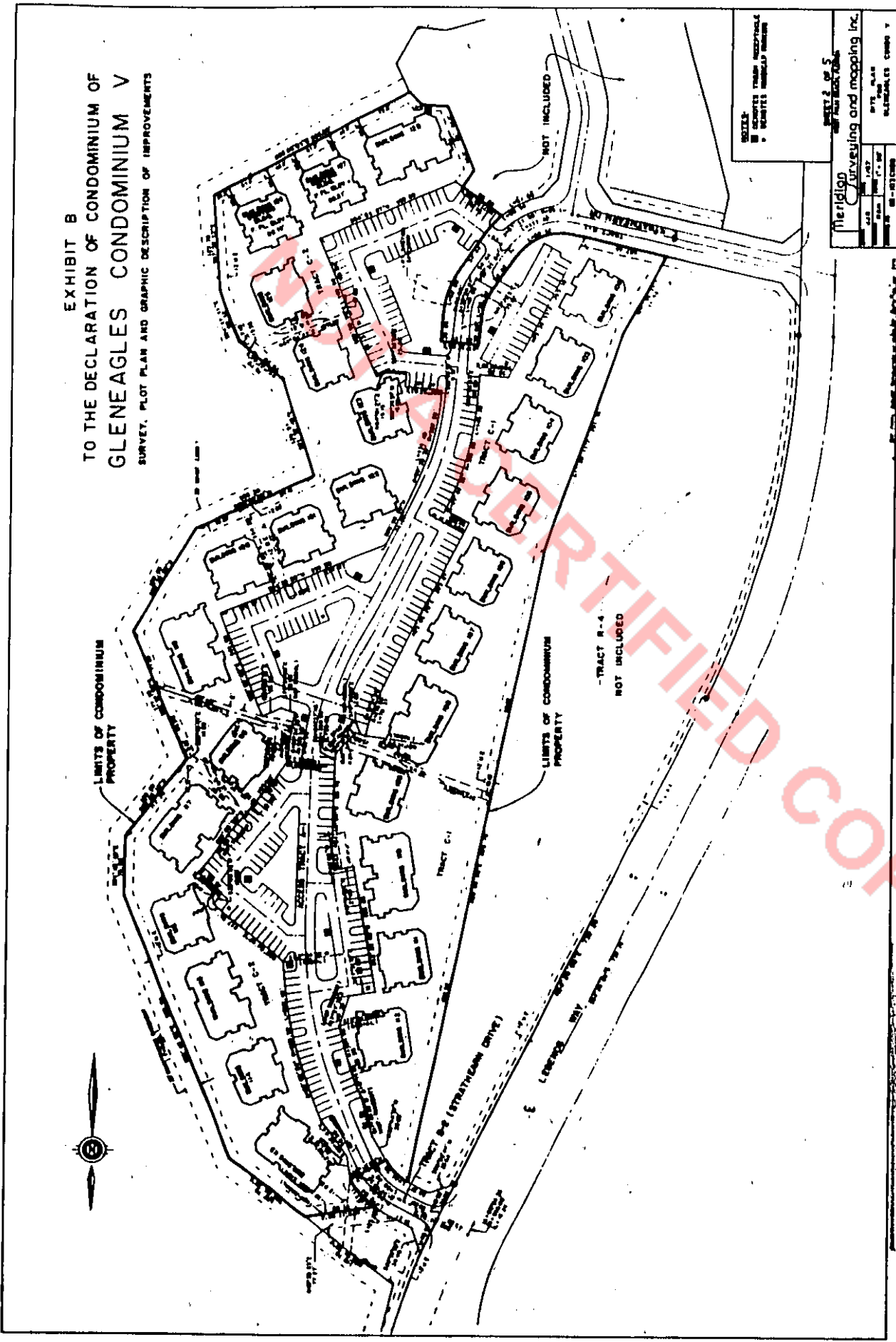
1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY SHEPHERD, LEGAN, ALDRIAN, LTD.
3. THE PROPOSED MINIMUM UNFINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANTMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. BUILDINGS 102 THROUGH 125 AND 128 ARE PROPOSED AT THIS TIME.

  
WESLEY B. HAAS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3708

10/23/97  
DATE

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

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



SHEET 2 OF 5  
 Meridian  
 Surveying and Mapping, Inc.  
 11111 W. 11th Ave.  
 Suite 100  
 Denver, CO 80233  
 Phone: 303.751.1111  
 Fax: 303.751.1112  
 Website: www.meridian-surveying.com

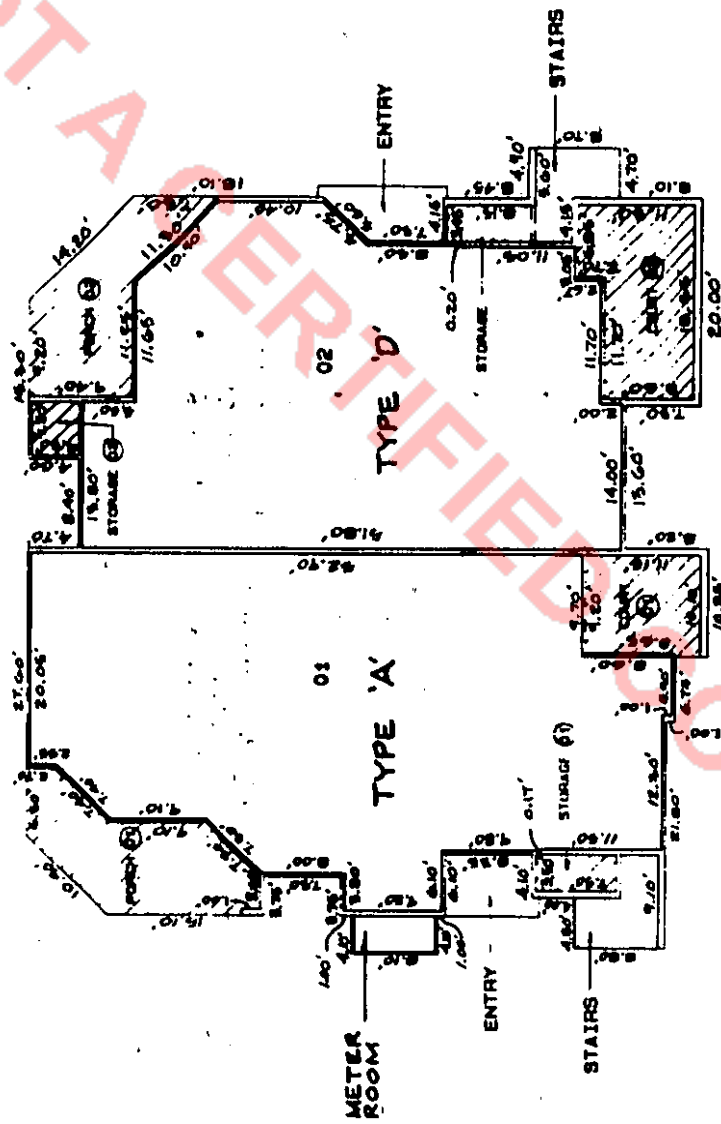
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of Writing, Typing or Printing  
unsatisfactory in this document  
when received.**

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FIRST FLOOR PLAN  
BUILDING NO. 127

UNFINISHED FIRST FLOOR ELEVATION 22.21  
UNFINISHED FIRST FLOOR CEILING ELEVATION 50.28

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND.
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.
  - Ⓢ DENOTES COMMON ELEMENT
  - Ⓢ DENOTES COMMON ELEMENT

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

DATE 3.0.5

Meridign Surveying and mapping inc.

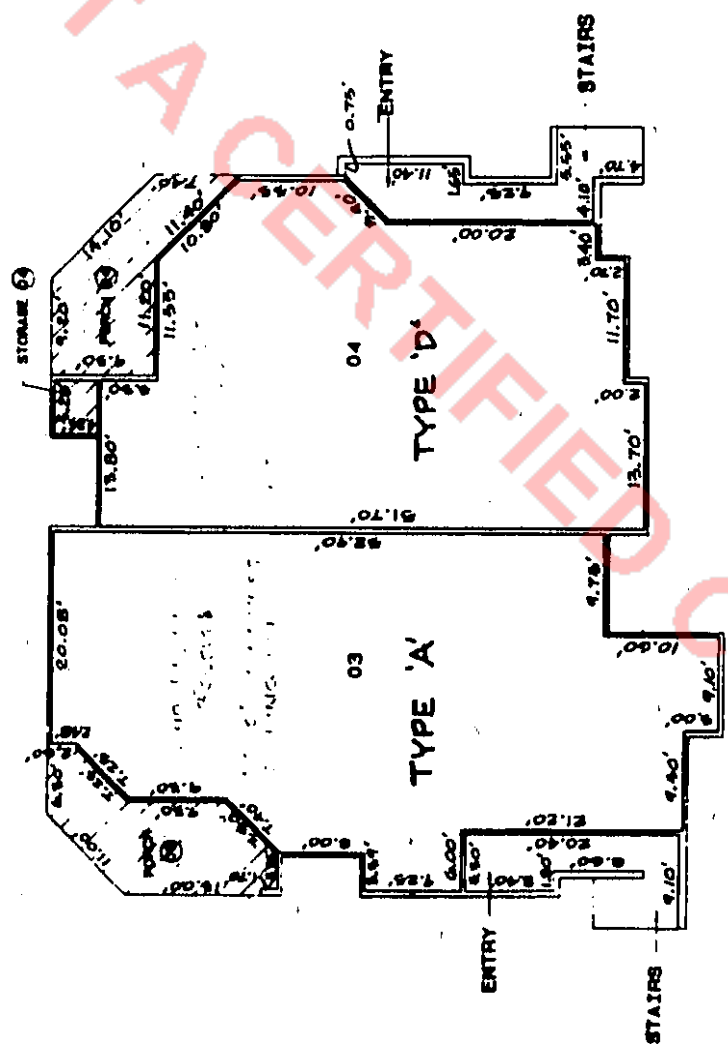
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EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECOND FLOOR PLAN  
 BUILDING NO. 127

UNFINISHED SECOND FLOOR ELEVATION: 30.00'  
 UNFINISHED SECOND FLOOR CEILING ELEVATION: 58.96'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND:
- DENOTES UNIT BOUNDARY.
  - DENOTES LINED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPLICANT.

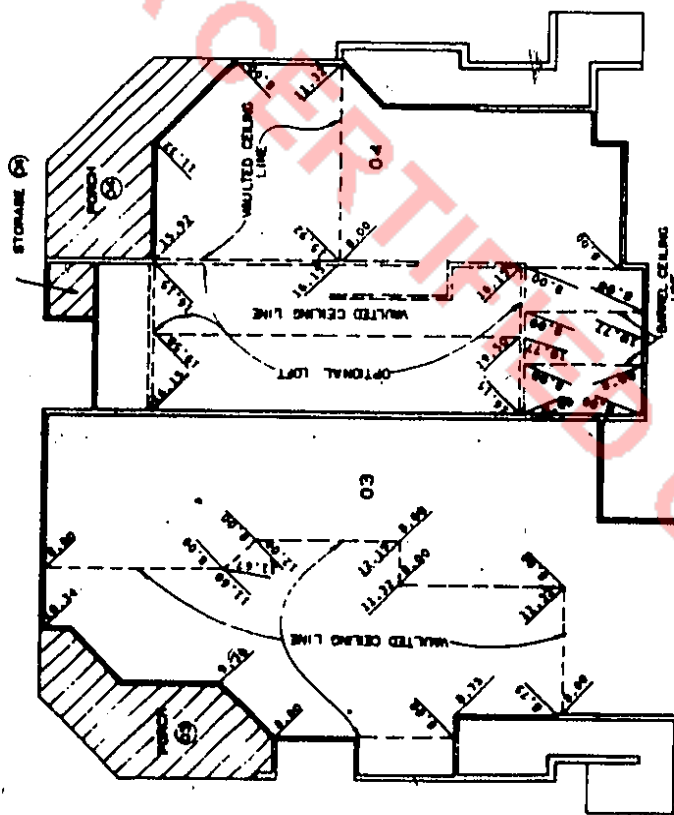
Sheet 4 of 5  
 Meridlon Surveying and Mapping Inc.  
 1000 Lakeside Drive  
 West Palm Beach, FL 33411-2004  
 (561) 835-1111

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
TYPICAL CEILING ELEVATIONS

BUILDING NO. 127

NOTE: FOR ACTUAL ELEVATIONS OF UNFINISHED VAULTED CEILING LINES, AND DIMENSIONS FROM HEREIN TO THE UNFINISHED SECOND FLOOR ELEVATION.

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



LEGEND  
--- VAULTED CEILING LINE  
--- CONTROL CEILING LINE

CONOTES LIMITED COMMON ELEMENT.  
--- DIMOTES ELEVATION DIFFERENCE FROM UNFINISHED SECOND FLOOR TO CEILING.  
--- DIMOTES LIMITS OF VAULTED CEILING.

Sheet 5 of 5  
Meridian Surveying and Mapping Inc.  
2000 University Drive  
West Palm Beach, FL 33411-2000  
Tel: 561-833-1111  
Fax: 561-833-1112

NOT A CERTIFIED COPY

EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 21 , TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF TRACTS C-1, C-2, AND ACCESS TRACT A-1, OF "GLENEAGLES PLAT NINE", AS RECORDED IN PLAT BOOK 55 ON PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE DESCRIBED PARCELS CONTAIN 12.463 ACRES (TOTAL), MORE OR LESS.

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

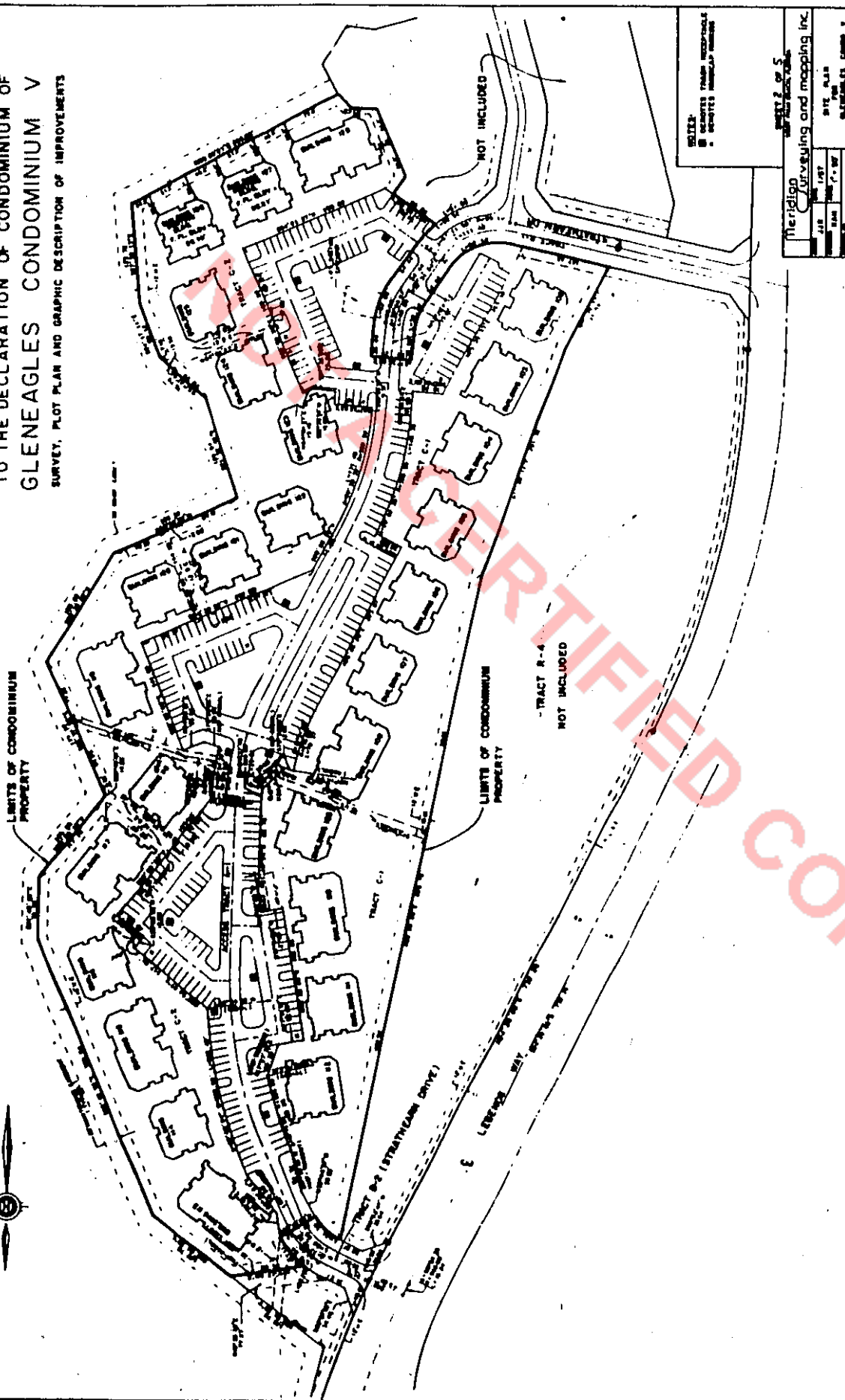
I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 127 OF GLENEAGLES CONDOMINIUM V, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND COMMON ELEMENTS SERVING BUILDING NO. 127 HAVE BEEN SUBSTANTIALLY COMPLETED, ALL IN ACCORDANCE WITH SECTION 718.104 (4)e OF THE FLORIDA STATUTES.

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY SHEPHERD, LEGAN, ALDRIAN, LTD.
3. THE PROPOSED MINIMUM UNFINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANTMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. BUILDINGS 102 THROUGH 125 AND 128 ARE PROPOSED AT THIS TIME.

  
WESLEY B. HAAS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3708

10/23/87  
DATE

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



MERIDIAN Surveying and Mapping Inc. 11111 15th Ave S Suite 100 Overland Park, KS 66204 Phone: (913) 641-1111 Fax: (913) 641-1112 Email: info@meridian-survey.com	
DATE	10/15/10
BY	J. J. [unreadable]
SCALE	AS SHOWN
PROJECT	GLENEAGLES CONDO V

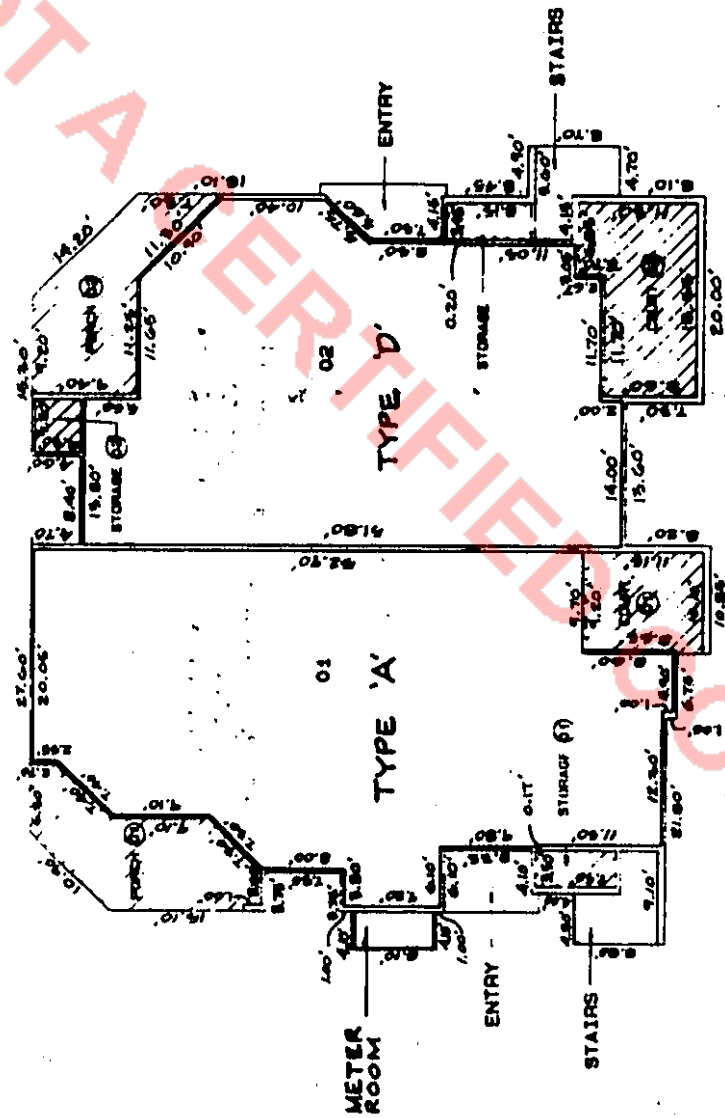
**RECORDERS MEMO**- Legibility  
 of Writing, Typing or Printing  
 unsatisfactory in this document  
 when received.

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FIRST FLOOR PLAN  
BUILDING NO. 127

UNFINISHED FIRST FLOOR ELEVATION 22.21  
UNFINISHED FIRST FLOOR CEILING ELEVATION 50.28

NOTE REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND:
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.
  - Ⓢ DENOTES COMMON ELEMENT

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

DATE 3.10.52

Meridion Surveying and Mapping Inc.

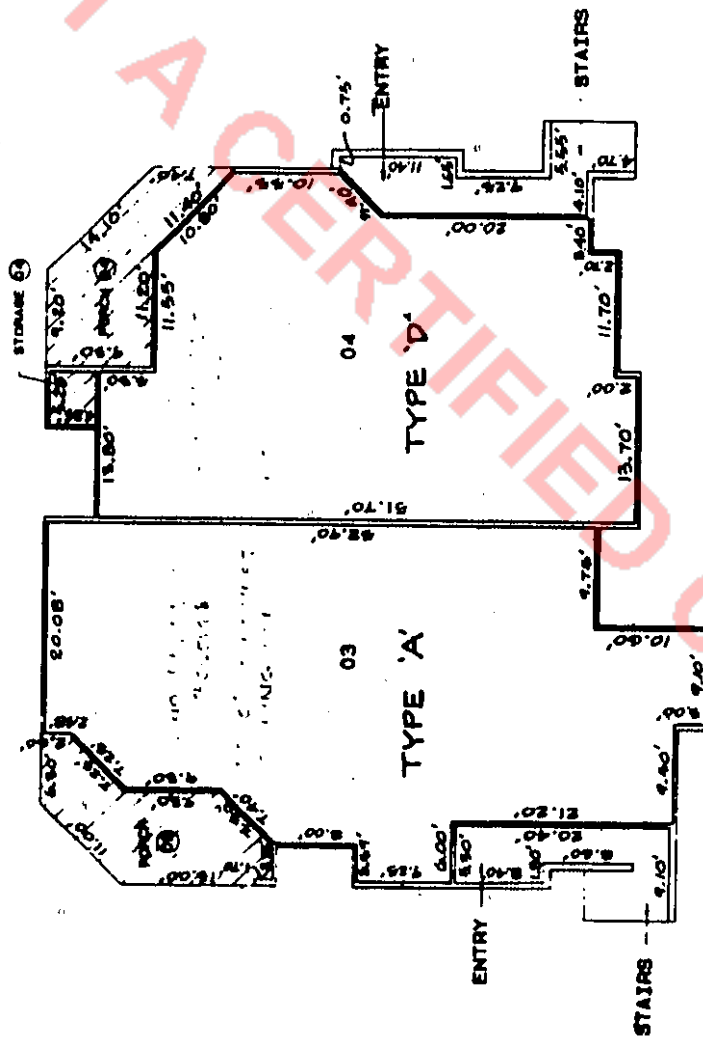
1111 Lakeside Street  
West Palm Beach, FL 33409

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECOND FLOOR PLAN  
 BUILDING NO. 127

UNFINISHED SECOND FLOOR ELEVATION 50.86'  
 UNFINISHED SECOND FLOOR CEILING ELEVATION 58.96'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPLICABLE.

DATE 4 9 5

200 Lombard Street  
 West Palm Beach, FL 33411-3004

Meridian Surveying and Mapping Inc.

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
 TYPICAL CEILING ELEVATIONS

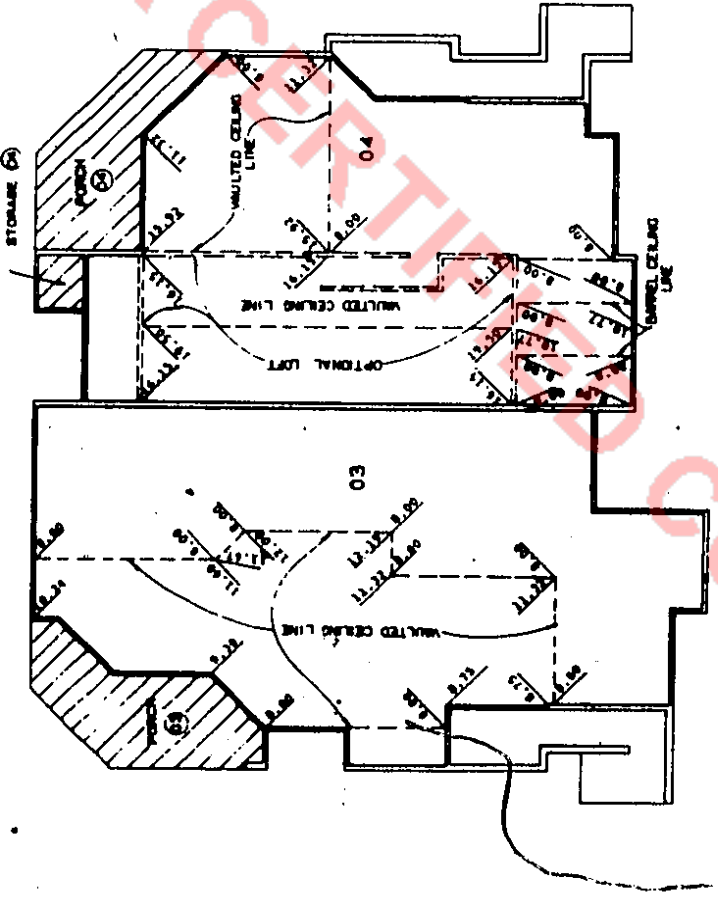
BUILDING NO. 127



NOT A  
COPY

NOTE: FOR ACTUAL ELEVATIONS OF UNFINISHED VAULTED CEILING LINES, ADD DIMENSIONS SHOWN HEREIN TO THE UNFINISHED SECOND FLOOR ELEVATION.

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



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

LEGEND  

 CONCRETE LIMITED COMMON ELEMENT.  
 DENOTES ELEVATION DIFFERENCE FROM UNFINISHED SECOND FLOOR TO CEILING.  
 DENOTES LIMITS OF VAULTED CEILING.

Sheet 5 of 5  
 2000 Lumbard Street  
 West Palm Beach, FL 33411-2000  
**Meridian**  
 Surveying and Mapping Inc.

EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 21 , TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF TRACTS C-1, C-2, AND ACCESS TRACT A-1, OF "GLENEAGLES PLAT NINE", AS RECORDED IN PLAT BOOK 55 ON PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE DESCRIBED PARCELS CONTAIN 12.463 ACRES (TOTAL), MORE OR LESS.

EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V

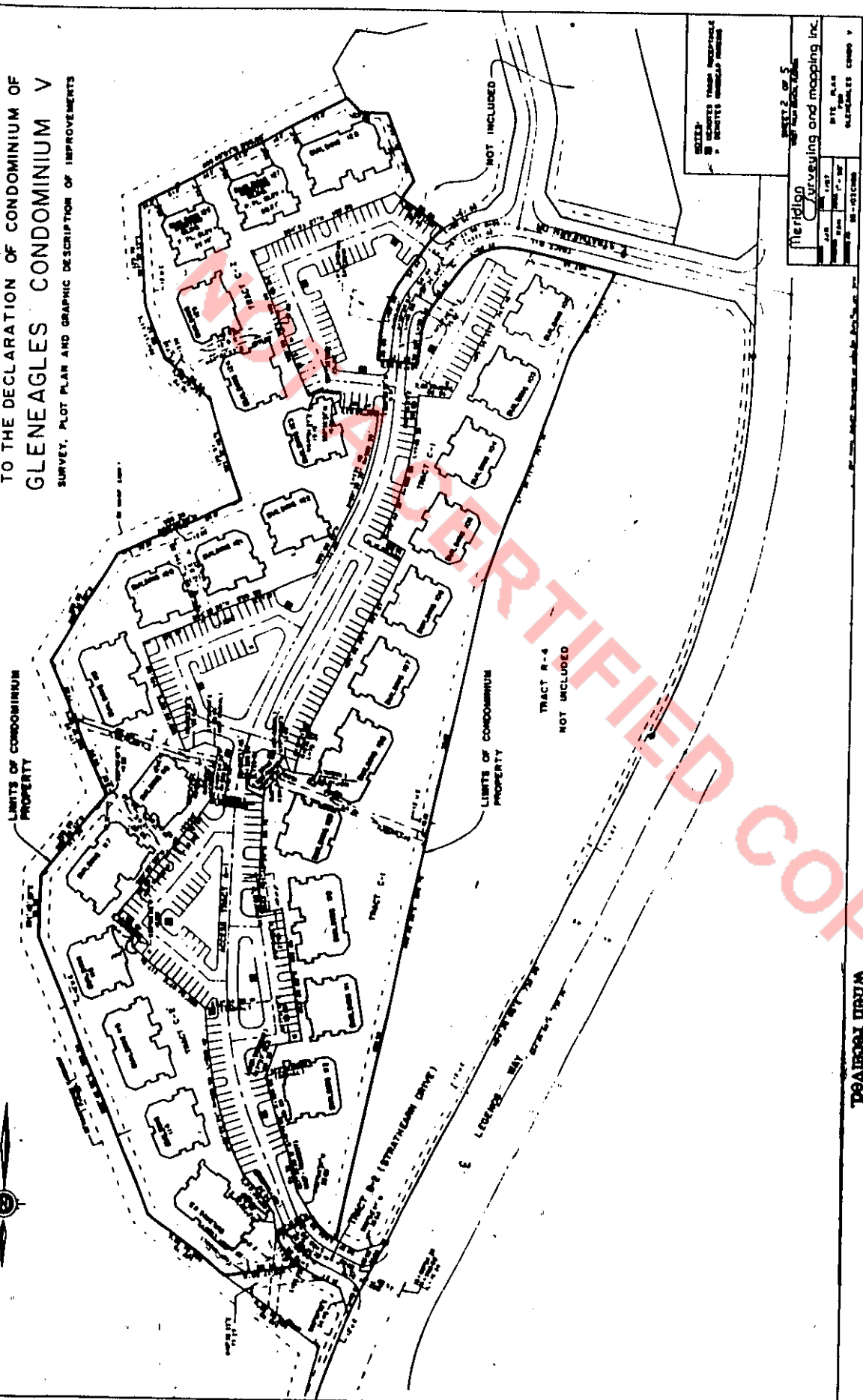
I, WESLEY B. HAAS, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDING NO. 127 OF GLENEAGLES CONDOMINIUM V, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND COMMON ELEMENTS SERVING BUILDING NO. 127 HAVE BEEN SUBSTANTIALLY COMPLETED, ALL IN ACCORDANCE WITH SECTION 718.104 (4)e OF THE FLORIDA STATUTES.

1. ELEVATIONS SHOWN HEREON REFER TO N.O.S. DATUM AND ARE EXPRESSED IN FEET.
2. THE PROPOSED DIMENSIONS OF ALL BUILDINGS WERE COMPILED FROM PLANS AND DATA PREPARED BY SHEPHERD, LEGAN, ALDRIAN, LTD.
3. THE PROPOSED MINIMUM UNFINISHED FLOOR ELEVATION OF THE FIRST FLOOR OF EACH BUILDING WAS PROVIDED BY WANTMAN & ASSOCIATES, INC., CONSULTING ENGINEERS.
4. DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. BUILDINGS 102 THROUGH 125 AND 128 ARE PROPOSED AT THIS TIME.

  
WESLEY B. HAAS  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3708

10/23/87  
DATE

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



Meridian  
Surveying and Mapping Inc.

DATE	1/27/08
BY	J.P.
SCALE	AS SHOWN
PROJECT	GLENEAGLES CONDO V

NOTES:  
1. EXISTING UTILITIES SHOWN AS DASHED LINES.  
2. EXISTING STRUCTURES SHOWN AS SOLID LINES.

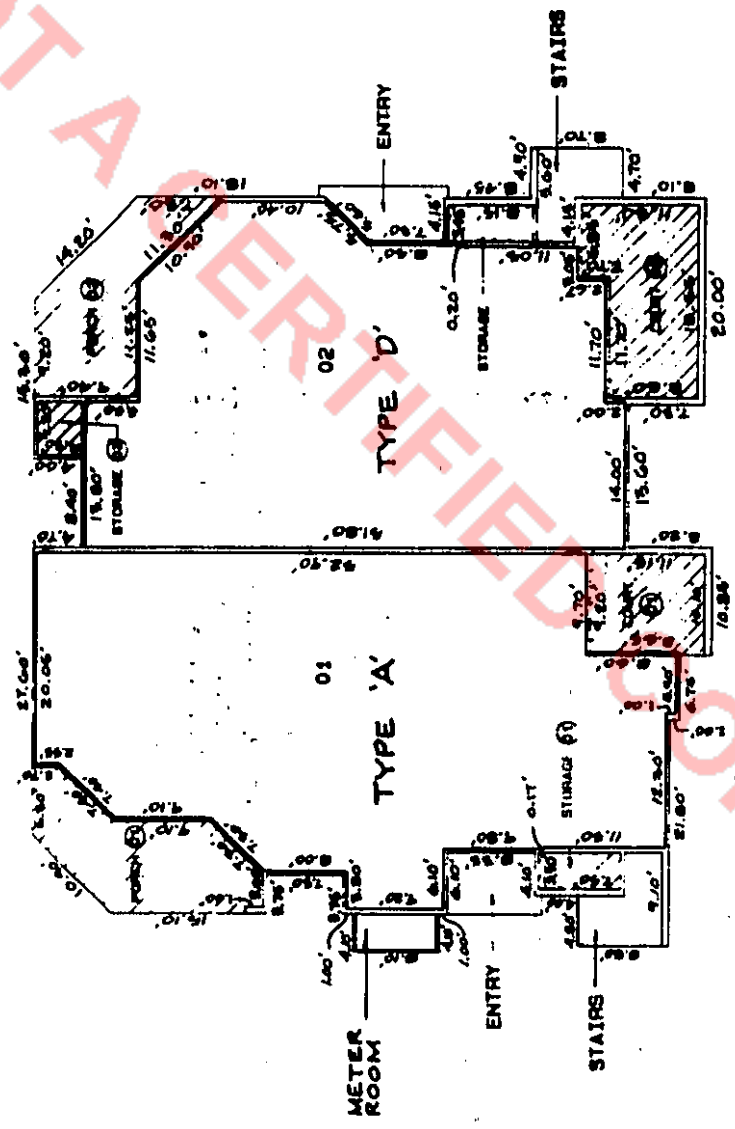
**RECORDERS MEMO:** Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM V  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FIRST FLOOR PLAN  
BUILDING NO. 127

UNFINISHED FIRST FLOOR ELEVATION 22.21  
UNFINISHED FIRST FLOOR CEILING ELEVATION 50.28

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND**
- DENOTES UNIT BOUNDARY.
  - ▨ DENOTES LIMITED COMMON ELEMENT.
  - ① DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPLICANT.
  - DENOTES COMMON ELEMENT.

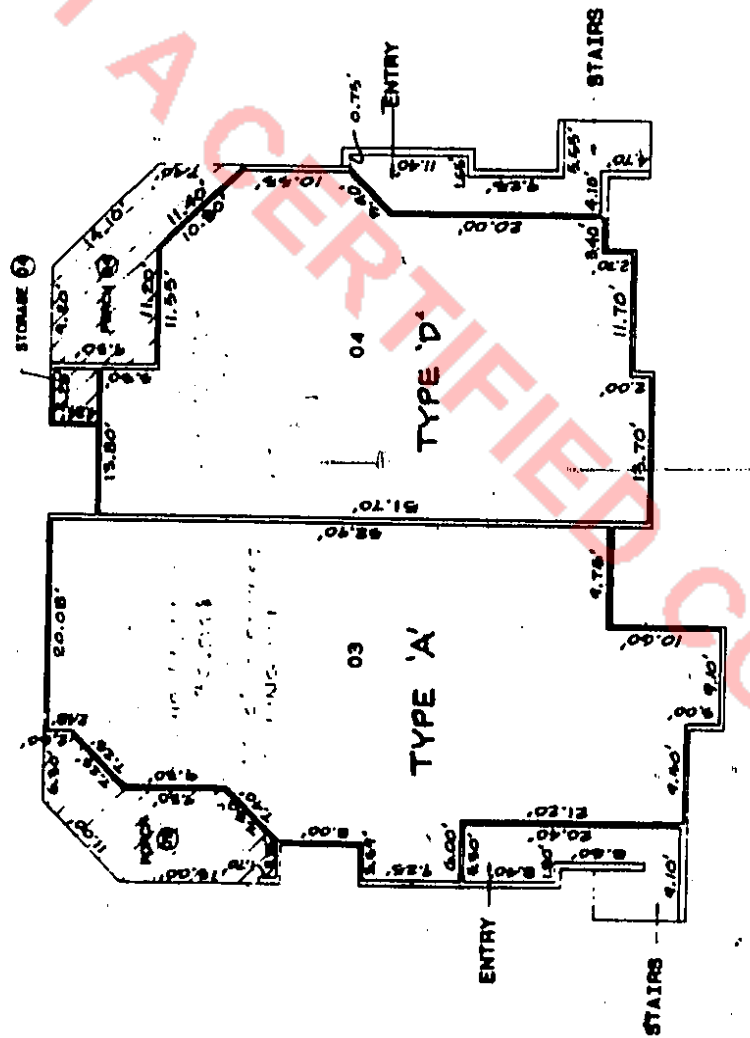
DATE: 3.0.5  
 2005 Licensed Surveyor  
 Meridian Surveying and Mapping Inc.  
 1000 West 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 525-1111  
 Fax: (405) 525-1112  
 Website: www.meridiansurveying.com

EXHIBIT B  
 TO THE DECLARATION OF CONDOMINIUM OF  
 GLENEAGLES CONDOMINIUM V  
 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

SECOND FLOOR PLAN  
 BUILDING NO. 127

UNFINISHED SECOND FLOOR ELEVATION 30.80'  
 UNFINISHED SECOND FLOOR CEILING ELEVATION 58.96'

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



- LEGEND
- DENOTES UNIT BOUNDARY.
  - DENOTES LIMITED COMMON ELEMENT.
  - DENOTES UNIT NUMBER TO WHICH LIMITED COMMON ELEMENT IS APPURTENANT.
  - ①

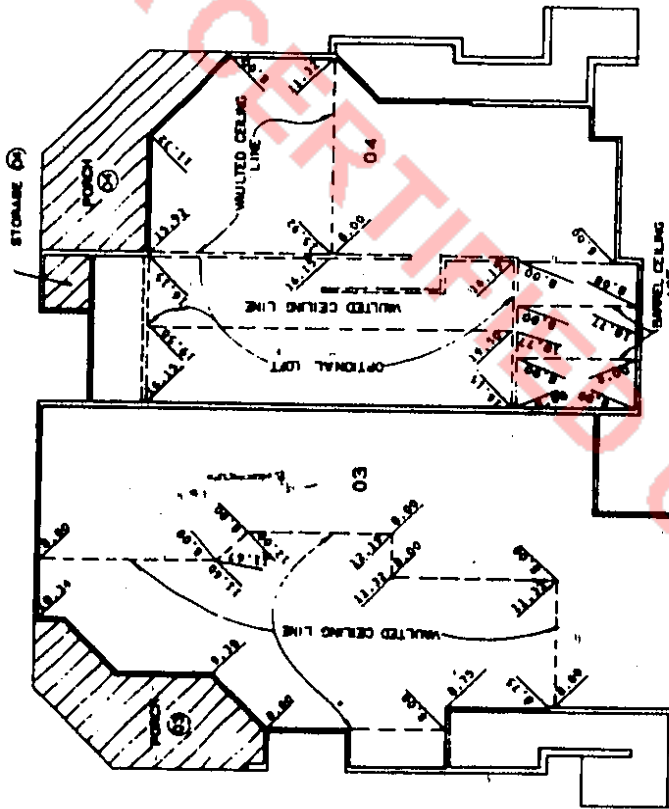
Sheet 4 of 5  
 Meridion Surveying and Mapping Inc.  
 2020 Lombard Street  
 West Palm Beach, FL 33411-3808

EXHIBIT B  
TO THE DECLARATION OF CONDOMINIUM OF  
GLENEAGLES CONDOMINIUM  
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
TYPICAL CEILING ELEVATIONS

BUILDING NO. 127

NOTE: FOR ACTUAL ELEVATIONS OF UNFINISHED VAULTED CEILING LINES, AND DIMENSIONS FROM MEASUREMENT TO THE UNFINISHED SECOND FLOOR ELEVATION.

NOTE: REFER TO SURVEY NOTES ATTACHED HERETO FOR FURTHER INFORMATION.



RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

LEGEND

--- DENOTES LIMITED COMMON ELEMENT.  
--- DENOTES ELEVATION DIFFERENCE FROM UNFINISHED SECOND FLOOR TO CEILING.  
--- DENOTES LIMITS OF VAULTED CEILING.

NO.	DATE	REVISION

Meridian Surveying and Mapping, Inc.  
2000 Lakeside Drive  
West Palm Beach, FL 33411-3000  
Tel: 561-833-1111  
Fax: 561-833-1112  
www.meridiansurveying.com

SHEET 5 OF 5