DECLARATION OF CONDOMINIUM

# OCEANTREE CONDOMINIUM

SUTPON PLACE HOLDINGS, INC., a Delaware corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns, being the owner of the fee simple title to the real property in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, (hereinafter referred to as the "Land"), hereby submits the band and the improvements thereon to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "CONDOMINIUM ACT", in existence as of the date of this Declaration, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

NOW, THEREFORK neveloper makes the following declarations:

- 1. STATEMENT OF PURPOSE. The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act, as constituted on the date of this Declaration, including the definitions therein contained, are adopted and included herein by express reference. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all Unit owners. In consideration of receiving and by acceptance of a grant, device or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and all exhibits here to Both the burdens imposed and the benefits provided shall true with each Unit and the interests in common property appurtenant thereto, as defined herein.
- 1.1 Name and Address. The name by which this Condominium is to be known and identified is OCCANTREE CONDOMINIUM, and its address is 3400 North Ocean Prive, Singer Island, Florida 33404.
- 1.2 The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is attached hereto as Exhibit "A" and incorporated herein by reference.
- 2. <u>DEFINITIONS</u>. As used herein, in the exhibits attached hereto, and in all amendments hereto, unless the context requires otherwise:
- 2.1 "Amenities" means the Land and improvements thereon the Condominium property and which Land is more particularly described in Exhibit "B" attached hereto and made a part hereof. The Developer and Association are equal tenants in common each owning an undivided 50% interest in the Amenities.
  - 2.2 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit owner.

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- 2.3 "Association" means OCEANTREE CONDOMINIUM ASSOCIATION, INC., the entity responsible for the operation of this Condominium, except to the extent limited herein.
- 2.4 "Board of Directors" means the representative body responsible for the management of the property and business of the Association.
- as they exist from time to time.
- dominium property (to include the tangible personal property required for the maintenance and operation of the Condominium property) not included in the Units.
- 2.7 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to: the expenses of administration and maintenance, operation, repair and replacement of the Common Elements and Amenities and of the portions of Units to be maintained by the Association; taxes, special assessments and insurance for the Common Elements and Amenities; other expenses declared to be Common Expenses herein and/or in the By-Laws; and any other valid charge against the Condominium as a whole, and/or the Amenities.
- 2.8 "Common surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- as a whole when the context so permits, as well as that form of ownership of real property which is comprised of Units that may be owned by one or more persons, and in which there is appurtenant to each unit an undivided share in the Common Elements.
- 2.10 "Condominium Act means Chapter 718, Florida Statutes, in existence as of the data of this Declaration.
- 2.11 "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the unit.
- 2.12 "Condominium Property" means and includes the lands, leaseholds, and personal property that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appartenant thereto intended for use in connection with the Condominium.
- means this instrument, as it may from time to time be amended.
- 2.14 "Developer" means SUTTON PLACE HOLDINGS, INC., a Delaware corporation, its successors and assigns, and whoever offers for sale Condominium Parcels created herein in the ordinary course of business; except the term shall not include the owners of units who have not acquired all the right, title and interest of SUTTON PLACE HOLDINGS, INC. in the Condominium property.
- 2.15 "Institutional Mortgagee" means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, its successor, grantees or assigns, agency of the United States Government or Developer, its grantees, successors and assigns holding a first mortgage of public record on a Unit, on the Common Elements, or on any portion of the Amenities or Phase II.

- 2.16 "Land" means the real property in Palm Beach County, Florida, which is being submitted to condominium ownership and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.
- 2.17 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, and for all purposes herein shall be treated as Common Elements as to the Unit or Units for which they are reserved.
- 2.18 "Phase II" means that parcel of Land adjacent to the Amenities other than the Condominium Land which may be served by the Amenities more particularly described on the exhibits prijached to this Declaration.
- 2.19 "Unit" or "Residential Unit" means a part of the Condominium property which is subject to private ownership, to be used as a strigle family residence and as designated on the exhibits attached to this Declaration.
- 2.20 "Unit Owner" means the owner of a Condominium parcel.
- 2.21 Singular, Plural, Gender". Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

# 3. DEVELOPMENT FLAN AND IDENTIFICATION OF UNITS.

3.1 General Description of Improvements. The Condominium property essentially consists of the Land, all easements and rights and appurtenances whereto, an apartment building and other improvements constructed thereon, and landscaping, composing in total: the Units, Common Elements and Limited Common Elements as more particularly set forth in the plans and drawings of Exhibit "C" attached hereto and made a part hereof.

The apartment building contains: a ground floor housing a lobby, two residential parts, a manager's apartment, storage and equipment areas and various recreational facilities and 18 floors of residential Units housing eight residential Units per floor. The total number of Units is 146.

3.2 Designation of Units. Each Unit is designated by a three or four digit Unit number. The first number of a three digit Unit number and the first two numbers of a four digit Unit number designate the floor on which the Unit is housed, with the exception of Penthouse Units which are on the 19th floor and designated by PH. No Unit bears the same designation number as any other Unit.

## 3.3 Unit Boundaries.

- a) Each Unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor, and perimeter walls. All weight bearing walls and solid concrete columns located within a Unit constitute part of the Common Elements up to the unpainted finished surface of said walls and columns. All doors, glass or otherwise, which are in the perimeter walls of a Unit shall be deemed a part of the Unit up to the exterior unfinished surface thereof.
- b) All pipes, wires, conduits and other utility lines, regardless of location, constitute part of the Common Elements, up to their outlets.
- c) The balconies and patios abutting a Unit are Limited Common Elements appurtenant to that Unit to which they are abutting, and their use is restricted to that Unit to which

they are appurtenant. The boundary lines of each balcony and/or patio abutting a Unit are the interior vertical and horizontal surfaces thereof, and the exterior unpainted finished surface of the perimeter baluster, railing or wall abutting the balcony and/or patio.

d) Storage lockers are Common Elements, however, the storage locker assigned to a particular Unit and designated as a Elmired Common Element on Exhibit "C" is a Limited Common Element appurtenant to that Unit to which it is assigned, and its use is restricted to that Unit to which it is appurtenant. The boundary lines of each storage locker shall be the same as the boundary lines of a Unit.

e) Air-conditioning, heating and water heating units serving a Unit and which are located outside of the boundary lines of the Unit are Limited Common Elements appurtenant to the Unit which they serve.

The utility rooms adjacent to each Unit are Limited Common Elements appurtenant to that Unit to which they are adjacent. The boundary lines of each utility room shall be the same as the boundary lines of a Unit.

- g) The Ventillation chases and plumbing chases located within a Unit are Common Elements. The boundary lines of each chase shall be the exterior unpainted surfaces thereof.
- 4. COMMON ELEMENTS. The Common Elements as shown and located on Exhibit "C" attached hereb include within its meaning the following terms:
- 4.1 The lobby, manager's apartment, storage and equipment rooms and recreational facilities located within the Condominium;
- 4.2 The ventillation chases, plumbing chases, and concrete columns within the Units;
- 4.3 Easements through thits for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the common elements;
- services to Units and the common elements;

  4.4 An easement of support in every portion of a Unit which contributes to the support of the building;
- 4.5 Installations for the furnishing of utility and other services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and
- 4.6 The Condominium property which is not included within the Units.

# 5. LIMITED COMMON ELEMENTS

- 5.1 Those areas reserved for the use of a certain Unit owner to the exclusion of other Unit owners are designated as "Limited Common Elements", and are shown and located on Exhibit "C" attached hereto. The Limited Common Elements shall include:
  - a) balconies and patios abutting the Units;
- b) storage lockers located on each floor which are assigned to a particular Unit; and shown as Limited Common Elements on Exhibit "C".
- c) the utility room adjacent to each Unit housing the air-conditioning, heating and water heating units serving the adjacent Unit;

- d) the air-conditioning, heating and water heating units serving a particular Unit and which are located outside of the boundary lines of that Unit.
- 5.2 The Unit owner who has the right to the exclusive use of a Limited Common Element shall be responsible, at his cost and expense, for the maintenance, care, and preservation of the Limited Common Element, except as provided herein.
- 5.3 Except as provided herein, any expense for the maintenance repair or replacement relating to Common Elements and Limited Common Elements shall be treated and paid for as a part of the Common Expenses of the Association. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit owner, his family, guests, servants, invitees and licensees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said Unit, which assessment shall have the same force and effect as all other assessments
- 6. SURVEY, SITE PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. Attached here to as Exhibit "A" and incorporated herein by reference are a survey of the Land, graphic descriptions of the improvements in which Units are located, a Site Plan locating the Common Elements and Limited Common Flements, and floor plans and cross sections for the Units in the Condominium.
- 6.1 Surveyer)s Certificate. Attached hereto as Exhibit "D" and incorporated berein by reference is a certificate of a surveyor authorized to practice in this state certifying that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the Common Elements and of each unit can be determined from these materials.

6.2 Amendment to Plane

- a) Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangements of all Units, and to alter the boundaries between the Units, so long as Developer owns the Units so altered and so long as all Institutional Mortgagees of such Units have approved it in writing. No such change shall increase the number of Units, nor alter the boundaries of the Common Elements, without amendment of this boundaries of the Common Elements, without amendment of this Declaration. If more than one Unit is concerned, Developer shall apportion between the Units the share in the Common Elements which are appurtenant to the Units conserned.
- b) Amendment of Declaration The amendment of this Declaration reflecting the above authorized alteration of plans by Developer need be signed and acknowledged only by Developer and all mortgagees of the Units affected, and need not be approved by the Association, or by other Unit owners or lienors, whether or not elsewhere required for an amendment to this Declaration.

#### POSSESSION AND ENJOYMENT OF CONDOMINIUM PARCELS AND APPURTENANCES.

7.1 Condominium Parcels. Each Condominium Parcel is a separate parcel of real property, the ownership of which shall be in fee simple. Each Condominium Parcel includes the Unit, the undivided share of the Common Elements which is appurtenant to that Unit, and the interest of the Unit in the Limited Common Elements appurtenant thereto.

- 7.2 Appurtenances. There shall pass with each Unit as appurtenances thereto, the following:
- a) Common Elements. An undivided share in the Common Elements;

b) Common Surplus. An undivided share in the Common Surplus;

- c) Easement for Air Space. An exclusive easement for the use of air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;
- Association. Membership of each Unit owner in the Association and the interests of each Unit in the funds and assets held by the Association;
- e) Use of Common Elements. The right to use all of the Common Elements for their intended purposes, subject to the provisions of this Declaration, the By-Laws, and such reasonable rules and regulations as (may) from time to time be established by the Association; but no use should hinder or encroach upon the lawful rights of other Unit owners
- f) Use of Limited Common Elements. The exclusive right to use such portion of the Common Elements as may be provided by this Declaration to be Limited Common Elements appurtenant exclusively to the Unit;
- g) Use of the Amenities. The right to use all of the Amenities for their intended purposes subject to the provisions of this Declaration, the By-Laws and such reasonable rules and regulations as may from time to time be established by the Association and/or any other record title helder of the Amenities. No use shall hinder or encroach upon the lawful rights of other Unit owners.
  - 8. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
- 8.1 The undivided share in the Common Elements and Limited Common Elements which is appurturant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.
- 8.2 A share in the Common Elements and Limited Common Elements appurtenant to a Unit may not be conveyed or encumbered except together with the Unit.
- 8.3 The shares in the Common Elements and Limited Common Elements appurtenant to the Units shadl remain undivided, and no action for partition of the Common Elements and/or Limited Common Elements shall lie.
  - 9. PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS

The undivided share in the Common Elements appurtenant to each Unit and the percentage of sharing Common Expenses and of owning Common Surplus attributable to each Unit is shown on Exhibit"E" attached hereto and incorporated herein by reference. The respective undivided interests as set forth in said Exhibit "E" have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended except as provided in this Declaration or the Condominium Act.

10. TAX ASSESSMENT. For the purposes of ad-valorem taxation, the interest of the owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements" shall be considered as a

Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit as its undivided share of the Common Elements by this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

#### 11. EASEMENTS.

- Perpetual easements for Unintentional Encroachments.

  Perpetual easements are hereby granted and reserved for encroachments presently existing or which may hereafter be caused by settlement or movement of the buildings or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the Condominium property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.
- and reserved through the Condominium Property and The Amenities as may be required for utility service in order to serve the Condominium adequately; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Condominium building, or as the Condominium building is constructed, unless approved in writing by the Unit owner.
- 11.3 Ingress and Egress. An easement is hereby granted for pedestrian and vehicular traffic over, through and across such portions of the Common Elements and The Amenities as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the Unit Owners, their guests and invitees, in obtaining ingress and egress from the Units to the nearest public ways.
- hereby granted and reserved in favor of Developer, its successors and assigns across the Condominium Property and Amenities for the use and benefit of the owners and residents of Phase II or any portion thereof. Easements are hereby granted and reserved in favor of Developer, its successors and assigns through and across such portions of the Common Elements and Amenities as from time to time be intended and designated for such purpose for the use and benefit of the owners and residents of Phase II, or any portion thereof, their guests and invitees in obtaining egress and ingress from Phase II to the nearest public way.

#### 12. PARKING.

12.1 A certain portion of The Amenities is designated for uncovered parking for fifty-one (51) cars. There is also a garage housing at least 180 covered parking spaces, 146 of which are for the use of the Unit Owners of the Condominium, one of which is reserved for the use of the Manager of the Condominium and thirty-three (33) of which are reserved for the use of the Developer) its successors and assigns. One covered parking space shall be assigned to each Unit Owner at the time of closing. Developer reserves the right to assign and regulate the use of all parking spaces.

#### 13. THE AMENITIES.

- 13.1 The Amenities shall consist of: the landscaped area surrounding the Condominium, meandering walkways, two boardwalks over the beach dunes, beach area, uncovered parking area for fifty-one (51) cars, roadway to the Condominium building, two pools and a deck area, three (3) tennis courts, a tennis pavilion, two (2) lighted shuffleboard courts, three (3) gas barbeque grills, a poolhouse, three (3) gazebos, a jacuzzi whirlpool and a garage consisting of at least one hundred and eighty (180) covered parking spaces.
- 13.2 The title to the real property comprising The Amenities shall be held by the Association and the Developer as equal tenants in common, each owning an undivided fifty (50%) percent interest in The Amenities. The Amenities shall be subject to all the encumbrances, restrictions, reservations and easements of record, and in particular The Amenities shall

be subject to the following restrictions:

- a) The Amenities shall be used only by the Unit owners of the Condominium and the residents of Phase II and by the bona fide guests of said Unit Owners and residents, subject to the restrictions, rules, reservations and easements of record, the various restrictions on the use of the Amenities found herein and in the Articles of Incorporation, By-Laws, and Rules and Regulations governing the Unit owners of the Condominium and the use of the Amenities.
- b) Neither the Association nor the Developer shall convey less than its total undivided interest in the Amenities except as agreed upon in writing by the Association and the Developer and as provided for herin.
- c) All the costs related to the operation of the Amenities to include, but not limited to, the cost of maintenance, repairs, improvements, taxes and insurance shall be borne by the Association as a common Expense of the Association, as long as and until the time, a residential Unit in Phase II is first occupied. At such time the residents' Association of Phase II or the Developer in case of a rental building, shall assume its prorata share of the costs of operating the Amenities in the amount equal to the ratio of the number of residential Units in Phase II to the total number of Units in both the Condominium and Phase II combined.
- d) The Association shall have the exclusive right and responsibility to manage and operate the Amenities as long as, and until the time a residential Unit in Phase II is first occupied. At such time the Association and the Developer, its successors, assignees or grantees, shall have equal rights in the management and operation of the Amenities and neither the Association nor the Developer may take any action in regard to the management, operation and care of the Amenities without the concurrence of the other record title holder. In the event the Association and the Developer shall be unable to agree on the management operation and care of the Amenities, the dispute shall be submitted to arbitration in accordance with the then existing rules of the American Arbitration Association.
- e) The Association shall enjoy exclusive use of the Amenities for so long as and until the time a residential Unit in Phase II is first occupied. At such time, the Association and the Developer, its successors, assignees of grantees shall have equal right to the use and enjoyment of the Amenities.
- f) As long as either the Condominium shall exist as a Condominium, or Phase II shall exist as either a rental, condominium or cooperative, the Amenities shall only be used by and for the benefit of the respective residential Unit owners and residential tenants, and their bona fide guests, as Amenities.
- g) As long as either the Condominium shall exist as a Condominium, or Phase II shall exist as either a tental, condominium or cooperative, neither the Association nor the Developer, its successors or assigns may partition the Amenities without written consent of all the record title holders and any attempt to partition the Amenities without such consent shall be null and void.

# 14. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.

14.1 Membership. Every owner of a Unit, whether he has acquired title by purchase from Developer, Developer's grantees, successors or assigns, or by gift, conveyance or operation of law, is bound to and hereby agrees that he shall accept membership in the Association and does hereby agree to be bound by this Declaration, the By-Laws of the Association and the rules and regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and lawful amendments thereto. Membership is automatic upon acquisition of a Unit and may not be transferred apart and separate from a transfer of the ownership of the Unit. Membership shall automatically terminate upon sale or transfer of the Unit, whether voluntary or involuntary.

14.2 Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit owners. Such person is hereafter referred to as a voting member. If a Unit is owned by more than one individual, the owners of said Unit shall designate one of them as the voting member. If a Unit is owned by a corporation, the Board of Directors by duly passed resolution shall designate one of its officers or employees as the voting member. If a Unit is owned by a partnership also of the partners by an appropriate resolution shall designate one of the partrers as the voting member. If a Unit is owned by more than one trustee, all of the trustees shall designate one of the trustees as the voting member. The By-Laws of the Association shall govern the proceedings to follow in designating of individual as the voting member of the Unit. If one individual owns more than one Unit, he shall have as many votes as the number of Units that he owns. The vote of a Unit is not divising an analysis of the division of the units of the trustees as the number of the units that he owns. votes as the is not divisible.

## THE ASSOCIATION.

- 15.1 The operation of the Condominium property shall be by OCEANTREE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under (the laws of the State of Florida. The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties granted to an imposed when it this contains the latitudes of Theorem to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "F" and incorporated herein by reference. A copy of the By-Laws of the Association is attached hereto as Exhibit "G" and incorporated herein by reference.
- 15.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property the Association shall not be liable to Unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other Unit owners or persons.
- 15.3 Notice of Contingent Marility. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit owners, the Association shall give notice of the exposure within a reasonable time to all the contract to the exposure within a reasonable time to all the contract to the exposure within a reasonable time to all the contract to the exposure within a reasonable time to the contract to the exposure within a reasonable time to the contract to the exposure within a reasonable time. able time to all Unit owners who may be exposed to the liability, and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit owners at reasonable times.
- Directors of the Association shall remain in officer and Developer shall control the Association until all Units In the Condominium have been sold and closed, or until Developer elects to turn over control, whichever shall first occur; provided, however, such term of office of the original Directors shall in no event extend beyond three (3) years after 50 percent (50%) of the Units have been sold and closed, or three (3) months after ninety percent (90%) of the Units have been sold and closed. Upon sale and closing of at least fifteen percent (15%) of the Units, the Unit owners other than Developer shall be entitled to elect two (2) additional Directors to serve with the original four (4) members of the Board of Directors. Upon the occurrence of any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all Unit owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent

elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular meetings. An employee or an agent of an employee of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds at least five percent (5%) of the Units in the Condominium for sale in the ordinary course of business.

- The operation of the Condominium shall be governed by the By Laws of the Association of the Condominium shall be governed by the By Laws of the Association, a copy of which is attached hereto by the By Laws as Exhibit "G". No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would appear to the by-Laws shall be adopted which would appear to the state of any more which would affeed or impair the validity or priority of any mortgage held by an Institutional Mortgagee covering any Condominium parcel. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the Condominium parcels.
- 17. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

# 17.1 Common Elements.

- a) The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a Common Expense.
- There shall be no material alteration or further substantial improvement of common Elements without prior approval, in writing, by record owners of seventy-five percent (75%) of all Units. The cost of such alteration or improvement shall be a special assessment and so assessed.

# 17.2 Units and Limited Common Elements.

- a) The Association shall maintain, repair and replace as a Common Expense:
  - (1) All portions of a Unit contributing to the support of a building which portions shall include, but not be limited to the outside walls of the building, all fixtures on the exterior thereof (except those contained on ballconies and patios), the perimeter baluster, railing and/or walls abutting each balcony and patio (including the interior and and exterior surfaces thereof, boundary walls of a Unit, floors and ceiling slabs load-bearing columns and load-bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;
  - (2) All conduits, plumbing (but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in a Unit but which service all or parts of the building other than the Unit within which contained;
  - (3) All incidental damage caused to a Unit by such work shall be promptly repaired by the Association:
  - (4) Ventilation and plumbing cases that are Common Elements;
  - (5) The exterior surfaces of the storage lockers on each floor.
    - b) The responsibility of the Unit owner shall

include:

- (1) To maintain, repair and replace, at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, refrigerators, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, including patio and balcony floor coverings, the interior of the storage lockers assigned to the Unit owner, and all there portions of his Unit and Limited Common Elements appurtenant thereto, except the portions specifically to be maintained, repaired and replaced by the Association;
  - or otherwise decorating or changing the appearance of any portion of the exterior of the apartment building or balcony or patio appurtenant to the Unit including, but not limited to, patio and balcony fitten coverings and/or enclosures, screening, windows window coverings, and exterior doors, without the written approval of the Association;

tion any defect or need for repairs, the responsibility for which is that of the Association.

- 17.3 Amenities. All of the costs related to the operation of the Amenities winclude, but not limited to, the cost of maintenance, repairs improvements, taxes and insurance shall be borne by the Association as a Common Expense of the Association, as long as and intil the time, a residential Unit in Phase II is first occupied. At such time the residents' Association of Phase II or the Developer in case of a rental building, shall assume its prorecta where of the costs of operating the Amenities in the amount equal to the ratio of the number of residential units in Phase II to the total number of Units in both the Condominium and Phase II combined.
- owner of a Unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other Unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the Unit for the necessary sums to put the improvement within the Unit in good condition, and to collect assessments and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the Unit and do the necessary work to enforce compliance with the above provisions.
- 17.5 Alteration and Improvement. A Unit owner may make such alteration or improvement to his Unit at his sole and personal cost as he may be advised, provided all work shall be done without unduly disturbing the rights of other Unit owners; provided, however, nothing herein shall be construed to limit, modify or derogate the rights of Developer. Except as herein reserved to Developer, neither a Unit owner nor the Association shall make any alteration in the portions of a Unit or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the Unit or building without first obtaining approval in writing of owners of all other Units in the building. A copy of plans for all of such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

17.6 Association's Right of Access. The Association shall have the irrevocable right of access to all Units from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Element therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or another Unit or Units.

ASSESSMENTS.

shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses to the extent maintained by, contracted for, or the responsibility of the Association. While owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a Unit. In a voluntary conveyance, 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 such voluntary conveyance.

18.2 The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or services, or by abandonment of the Unit for which the assessment was made.

- 18.3 Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the rate of 10% per annum. In the event the Unit owner shall be more than thirty (30) days delinquent in the payment of any assessment, the Board of Directors, at its discretion, may upon live (5) days written notice to the Unit owner, declare due and payable all assessments applicable to such Unit for the fiscal year of the Association in which the delinquency occurs.
- 18.4 The Association shall have a lien on each Condominium parcel and all tangible personal property located within said parcel for the amount of any unpaid assessments, and interest thereon, until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien, including such fee in connection with any apper are proceedings arising out of any suit for collection or enforcement, and further including costs of collection. Such liens shall be executed and recorded in the Public Records of Palm Beach County, Florida, in the manner provided by the Condominium Act, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.
- 18.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Condominium Act. The Association may, at any sale, bid in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.
- 18.6 If an Institutional Mortgagee obtains title to a Condominium Parcel as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangements in lieu of foreclosure of the first mortgage of the Institutional Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or

assessments by the Association pertaining to such Condominium parcel applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangements in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, and his successors and assigns. No other sale or transfer shall relieve any unit from liability for any assessments due, nor from the lien of any such subsequent assessment. The written statement of the Association that the lien is subordinate to the Institutional mortgage or that the unit is not subject to the assessment shall be dispositive of any question pertaining thereto.

cept through foreclosure of a first mortgage of record (or deed or other arrangements in lieu thereof), as specifically provided in the subparagraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing the former owner have been paid.

18.8 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to Developer or to any Unit owner or group of Unit (TWAPERS, or to any third party.

18.9 Nothing herein shall abridge or limit the rights or responsibilities of an (Institutional Mortgagee of a Unit, as set out herein or in the statutes made and provided for same.

18.10 The Board of Directors of the Association shall approve annual budgets for the Condominium in advance for each fiscal year, which budget shall project anticipated income and estimated year, expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the Common Chements, plus operating and maintenance expenses, and other reasonable and necessary expenses.

#### 19. LIENS.

19.1 With the exception of liens which may result from the initial construction of the Condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium property as a whole (as dishinguished from individual Units) except with the unanimous consent of the Unit owners.

19.2 Unless a Unit owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event same might be the basis for the filing of a lien against all Condominium parcels in the proportions for which the owners thereof are liable for Common Expenses.

19.3 In the event a lien against two or more Condominium parcels becomes effective, each owner thereof may relieve his Condominium parcel of the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Condominium parcel.

20. PROVISIONS GOVERNING THE ALIENATION OR MORTGAGE OF UNITS. In order to maintain a community of congenial residents who are financially responsible and to protect the value of the Units, the transfer of units by an owner other than Developer shall be subject to the following provisions so long as the Condominium exists and the improvements, in useful condition, exist upon the Land, which provisions each Unit owner covenants to observe.

# 20.1 Transfers Subject to Approval.

a) Sale or Lease. No unit owner may dispose of a Unit or any interest in a Unit by sale or lease without approval of the Association, except to another Unit owner.

b) Gift, Devise or Inheritance. If a Unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association, unless he is already a Unit owner approved by the Association or Developer.

20.2 Approval By Association. The approval of the Association is required for the transfer of ownership of units falling within Paragraph 10.1 and shall be obtained in the following manner:

# Notice to Association.

- (1) Sale. A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require and an executed copy of the proposed contract to sell. Such notice, at the Unit owner's option, may include a demand of the Unit owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.
- (2) Ilease. Any Unit owner intending to make a bona fide lease of the Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the other information may reasonably require, and an executed copy of the proposed lease. Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a written statement of the reasons for disapproval if the proposed lease is not approved.
- Any Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- quired notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.
- with the authority to prescribe an application is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or lessee, or as relates to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, lessee, or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the

Notice. A reasonable fee may be charged to the transferor of the unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a transfer.

## b) Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the seller by certified mail within the aforesaid fifteen (15) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the seller.
  - (2) Lease. If the proposed transaction is a lease then within ten (10) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the lessor by certified mail within the aforesaid ten (10) day period and failure to do so shall constitute approval of the lease. If approved the approval shall be stated in a certificate executed by the President or Vice President of the Association in recordable form, which, at the election of the Association shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, the expense of the lessor.
  - (3) Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within fifteen (15) ways after receipt of such notice and information, the association must either approve or disapprove the continuance of the Unit owner's ownership of his Unit. Such approval or disapproval shall be transmitted to the owner by certified mail within the aforesaid fifteen (15) day parind, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public fecords of Palm Beach County, Florida, at the expense of the unit owner.
- 20.3 <u>Disapproval by Association</u> to the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:
- a) Sale. If the proposed transaction is a sale, and if the notice of sale given by the Unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:
  - (1) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the

arbitrators shall be two appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon the average of their appraisals of the unit.

- (2) The purchase price shall be paid in cash.
- (3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to durchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.
- (4) A certificate of the Association executed by its President or Vice President approving the purchaser shall be Decorded in the public records of Palm Beach County, plorida, at the expense of the purchaser.
- purchaser upon demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the seller.
- b) Lease of the proposed transaction is a lease and if the notice of lease given by the Unit owner shall show demand then within ten (10) days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit owner a written statement of the reasons for disapproval of the proposed transaction.
- c) Gifts, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:
  - (1) The sale price shall be the fair market value determined by agreement between Seller and Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the arbitrators shall be two appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon the average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
    - (2) The purchase price shall be paid in cash.
  - (3) The sale shall be closed within ten (10) days following the determination of the sale price.
  - (4) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Purchaser.

- purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.
- any interest in it, without the approval of the Association, except to an Institutional Mortgagee, as defined herein, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association of may be withheld by the Association.

# 20.5 Exceptions.

not apply to a transfer to or purchase by an Institutional Mortgagee, that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed or other conveyance from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, so or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

- b) The foregoing provisions of this Paragraph 20 shall not apply in the following instances.
  - (1) The sale) lease or sublease of any Unit to Developer, or the sale hease or sublease of any Unit by Developer.
  - (2) Any lease or sublease by the owner of a Unit to a party approved by Developer or made through the auspices of Developer.
- 20.6 Unauthorized Transaction. Thy sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.
- 21. USE AND OCCUPANCY RESTRICTIONS. (The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists.

#### 21.1 Units.

- a) Each Unit shall be occupied and used by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no Unit shall be divided or subdivided into smaller Units nor any portion sold or otherwise transferred.
- b) Whenever any Unit is owned by a corporation, partnership, or trust, or other entity (other than Developer), the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate at closing one particular family which shall be entitled to use the Unit. Only the designated family, its servants and guests may use the Unit. In the event the entity owning the Unit wishes to designate another family as the family entitled to use the Unit, the Board of Directors of the Association must approve the occupancy of the Unit by the new family in the same manner as if the Unit was sold or transferred to the new family, and the provisions of Paragraph 20

shall govern the action taken by the Association. The family designated by the corporation, partnership, trust or other entity as the family which shall occupy the Unit shall execute a written covenant by the adult members of the family entitled to use said Unit in favor of the Association whereby the members of the family occupying the Unit agree to comply with the terms and provisions of the Declaration of Condominium and exhibits attached hereto, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgment that the use of the Unit of Units by the family shall continue only so long as the aforementioned entity shall continue to be a member of the Association. Upon domand by the Association to any of the aforementioned Unit owners to remove any party given permission to use a Unit owned by the corporation, partnership, trust or other entity for a failure of such party using the Unit or Units to comply with the terms and conditions of this Declaration and the rules and regulations of the Association, the aforementioned Unit owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned owner fails to remove the party using the Unit or Units, the Association, as agent of the owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the Unit owner, and it shall relimburse the Association therefor, upon demand, for costs, together with such attorney's fees (including appellate attorney's fees), as the Association may incur in the removal.

- 21.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.
- 21.3 Children. (Children shall be permitted to reside in any of the Units. Children shall at all times be subject to the provisions of this Association and exhibits thereto, and also to all rules and regulations promute ated by the Association.
- 21.4 Pets. No animals or pets of any kind shall be kept in any Unit or Condominium Property, except with the written consent of, and subject to, the rules and regulations adopted for keeping such pets by the Board of Directors of the Association. No animal shall be allowed to create or cause any disturbance or nuisance of any kind and if an animal or pet does cause or create a nuisance or an unreasonable disturbance, said animal or pet shall be permanently removed from the Condominium Property within three (3) days from the day the owner receives written notice from the Board of Directors of the Association. The owner of any pet or animal shall be liable for any and all damage caused by such animal or pet to any part of the Condominium Property, or any other property operated by the Association.
- annoyance to Unit owners or an interference with the peaceful possession and proper use of the property by the Unit owners shall be allowed. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.
- 21.6 <u>Insurance</u>. No Unit owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.
- 21.7 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

- 21.8 Employees And Servants. No employees or servants of a Unit owner shall be allowed either to use any of the facilities which are Common Elements of the Condominium or to use any of the property owned or operated by the Association, including but not limited to the Amenities, without the express written consent of the Association.
- any exterior window, door, storm or hurricane shutter, glass or screen of a unit, or floor covering of any balcony or patio, except with the prior written consent of the Board of Directors of the Association. All shutters, reflective window covering, or other such covering of the exterior doors and windows shall be uniform in color as established by the Board of Directors of the uniform in color as established by the Board of Directors of the uniform in color as established or placed on the exterior walls, includatached to hung, displayed or placed on the exterior walls, including awnings and or storm shutters, doors or windows of the buildings, nor shall the unit owner grow any type of plant, shrubbery, flower, vine, or grass outside his Unit, nor shall the Unit owner place any furniture or equipment outside his Unit, except with the prior written consent of the Board of Directors of the Association, subject to the rules and regulations adopted by the Board of Directors of the Association. No clothes time or similar device shall be allowed on any portion of the Condom nilm property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.
- 21.10 Alteration of Units. No owner of a Unit shall make or cause to be made any shructural modifications or alterations in his Unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withless in the event the Board of Directors which consent may be withless in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a Unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source.
- 21.11 Noise Abatement. No noise shall be permitted to be transmitted from one Unit to another. In the event the Board of Directors of the Association determines that any noise is being transmitted from one Unit to another unit and that such noise is unreasonable, the owner of such Unit shall, at his own expense, take such steps as shall be necessary to abate the noise to the satisfaction of the Unit fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate the noise and the Unit owner shall be liable to the Association for all expenses incurred by the Association in abating the noise, including reasonable attorney's fees.
- 21.12 Floor Coverings. All Units, other than the ground floor residential Units shall be required to have at least seventy (70%) percent of the floor area in all bedrooms, living rooms and convertible rooms carpeted with reasonably good grade carpeting and padding. The floor covering, the padding, and the installation thereof shall be purchased and installed at Purchaser's expense and choice.
- 21.13 <u>Signs And Antenna Aerials</u>. No signs, advertisements or notices of any type shall be displayed on the Condominium property and no exterior aerial or antenna shall be placed on the Condominium property unless the Board of Directors of the Association consents in writing thereto.
- 21.14 Balconies and/or Patios. No balcony or patio shall be permanently enclosed. The appearance of balconies and patios shall not be altered in any manner whatsoever without the written consent of the Board of Directors of the Association.

- 21.15 Bicycles. Bicycles and other such vehicles shall be prohibited in the Condominium. Bicycles shall be stored, kept or parked only in those areas specifically designated for such purposes by the Association.
- 21.16 Non-Interference Agreement. Until Developer has completed all of the contemplated improvements, and closed the sales of all of the Units of the Condominium, neither the Unit owners nor the Association, nor the use of the Condominium property by aforesaid parties, their agents, guests, licensees or invitage shall interfere with the completion of the contemplated improvements, and the sale of the Units. Developer may make such use of the unsold Units or common areas as may facilitate such completion and sale of the Units.

Amenities. The Amenities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units of the Condominium and Place II.

- 21.18 Regulations. Reasonable regulations concerning the use of the Comdominium property may be made and amended from time to time by the Board of Directors of the Association.
- INSURANCE. Insurance, other than title insurance, that shall be carried upon the Condominium property and the personal property of the Unit owners shall be governed by the following provisions.
- 22.1 Authority to Purchase. All insurance policies upon the Condominium property and the property of the Association shall be purchased by the Board of pirectors of the Association. The named insured shall be the Insurance Trustee designated by the Association, individually and as agent for the Association, the Unit owners, without naming them, and their mortragees as their interests may appear. Provision shall be made for the Massance of mortragee endorsements Provision shall be made for the Desuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit owners. The policies shall provide that payments by the insurer for losses shall provide to the mortgagees. be made to the Insurance Trustee designated by the Association. All policies and their endorsements small be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for the small property and sm their personal property and for their personal liability and living their personal property and for their personal liability and living expenses. The Insurance Trustee may be any bank in Florida with expenses, as may be designated by the Board of Directors of the baseciation Association.

#### 22.2 Coverage.

- a) Liability. The Board of Birectors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium and all property of the Association including but not limited the Association including the Association inc of the Association, including but not limited to the Amenities, and insuring the Association and the Unit owners as its and their interests appear, in such amounts and providing such conterage as the Board of Directors of the Association may determine from him to him. Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be One Million Dollars (\$1,000,000.00). Said insurance shall include, but not be limited to, hired and non-owned automobile coverage and a cross-liability endorsement to cover liabilities of the Unit owners as a group to an individual Unit owner.
- b) Casualty Insurance. The Board of Directors of the Association shall obtain fire and extended coverage insurance, and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, including but not limited to the Amenities, in and for the Association, all Unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value of the property, as determined annually by the Board of Directors of the Association.

- c) Workmen's Compensation. The Board of Directors of the Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law.
- d) Flood. The Board of Directors of the Association shall obtain flood insurance to meet the requirements of federal, state of local law, or any regulation enacted pursuant to federal, state of local law.
- e) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right to subrogation as to any claim against phit owners, the Association, and their respective servants, agents and guests.
- chased by the Association shall be paid by the Association as a Common Expense. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Paragraph shall be assessed against and collected from Unit owners as a Common Expense.
- by the Board of Directors of the Association shall be for the benefit of the Association, the Unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Engurance Trustee. The Insurance Trustee shall be designated by the Board of Directors of the Association either prior to or at the time in insured loss occurs. The Insurance Trustee shall neither be liable for payment of the premiums, the remewal or the sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the Association, the Unit owners and their mortgagees, in the following shares, which shares need not be set forth on the records of the Insurance Trustee:
- common Elements. (Proceeds on account of damaged Common Elements an undivided share for each Unit, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
- Proceeds on account of damaged property of the Association, including but not limited to the Amenities, an undivided share for each Unit, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
- c) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
- (1) When a building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit, which cost shall be determined by the Board of Directors of the Association.
- (2) When a building is not to be restored an undivided share for each Unit in the building, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
- d) Mortgagees. In the event a mortgagee endorsement has been issued regarding a Unit, the share of the Unit shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not

any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Unit owner and mortgagee pursuant to the provisions of this Declaration.

22.4 <u>Distribution of Proceeds</u>. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the banefit of the beneficial owners in the following manner:

a) Expense of the Trust. All expenses of the Insurance Thustee shall be paid first, or provision made for such payment.

which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as here-inafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the Condominium property has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as Common Surplus.

- d) Certificate. In making distribution to Unit owners and their mortgagees, the insurance Trustee may rely upon a certificate of the Board of Directors of the Association, as to the names of the Unit owners and their respective shares of the distribution; provided, however, that such certificates shall not be binding insofar as mortgagees of Units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such mortgagees prior to any disbursement to owners or mortgagees.
- of Directors of the Association is hereby freewocably appointed agent for each Unit owner and for each owner of any other interest in the Condominupon a Unit and for each owner of any other interest in the Condominium property, for the purpose of compromistry and settling all claims arising under insurance policies purchased by the Board of Directors of the Association, and to execute and deliver releases therefor upon payment of claims.
- Association fail to pay insurance premiums when due, or should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements set forth in this Declaration, the Institutional Mortgagee holding the greatest dollar volume of Unit mortgages shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Institutional Mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual Unit owners for the payment of such items of Common Expense.

# 23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- a) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner hereinafter provided that the Condominium shall be terminated.
- b) Property (Real and Personal) of The Association.

  If the damaged improvement is property owned (in whole or part) by the Association, including but not limited to the Amenities, the damaged property shall be reconstructed or repaired unless it is determined in the manner hereinafter proved that the Condominium shall be terminated.

Condominium Building Containing Units.

(1) Lesser Damage. If the damaged improvement is the Condominium building, and if units to which 50% of the Common Elements are apportenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or regularly unless within sixty (60) days after the casualty it is determined by agreement in the manner hereinafter provided that the Condominium shall be terminated.

ment is the Condomin'um building, and if units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as hereignifter provided, unless within sixty (60) days after the casualty the owners of Units to which more than 75% of the Common Elements are appurtenant agree in writing to such reconstruction or repair.

- d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- pair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is buildings, by the owners of Units to which more than 75% of the Common Elements are application, which approval shall not be unreasonably withheld.
- 23.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility for reconstruction and repair after casualty shall be that of the Association.
- 23.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- ance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit owners in proportion to their shares in the Common Elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient,

assessments shall be made against the unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to the Units' shares in the Common Elements. Such assessments on account of damage to Units shall be in proportion to the shares of insurance proceeds attributable to each damaged Unit if a building is to be restored, as set forth in Paragraph 22.3(c)(1) of this Declaration.

of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit owners, shall be disbursed in payment of such costs in the following manner:

a) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more transfer to 5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and dispurse the same in payment of the costs of reconstruction and repair.

b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided however, that upon request to the Insurance Trustee by a mortgages which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit owner shall be paid by the Insurance Trustee to the Unit owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) <u>Surplus</u>. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner hereinbefore stated; except, however, that the part of a distribution to a Unit owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) <u>Certificate</u>. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be

deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating that the name of the payee and the amount to be paid, and stating that when a mortgagee is required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit owner; and further provided, that when the Association or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association before disbursements in payment of costs of reconstruction and repair.

or destruction of all or a substantial part of the Condominium property, and in the event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit owner shall have the right to petition a court of equity, having jurisdiction in and for Palm Beach County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium and a partition.

# 24. TERMINATION OF CONDOMINIUM.

- 24.1 If all Unit owners and the holders of all liens and mortgages affecting any of the Condominium parcels execute and duly record an instrument terminating the Condominium created hereby, or if substantial damage occurs, as defined in Paragraph 23.1 hereof, the Condominium Property shall be deemed to be subject to termination of Condominium and thereafter wheel in common by the Unit owners. The undivided interest in the Common Phements previously owned by each Unit shall then become the undivided interest owned by the owner of each Unit in the property, as tenants in common.
- 24.2 If the owners of Units to which more than seventy-five percent (75%) of the Common Elements are appurtenant elect to terminate, they shall have the option to buy the Units of the other owners for a period of sixty (60) days from the date of the meeting wherein the action to terminate was resolved. The purchase price shall be the fair market value of the Units as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (10) days of the determination of same.
- 24.3 An owner's right to share in the common Elements and surplus does not include the right to withdraw or to require payment or distribution thereof, except on termination of the Condominium. An owner's share in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

# 25. AMENDMENT TO DECLARATION.

25.1 This Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the Unit owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five percent (75%) of the total number of votes to which the Unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act.

## 25.2 Provisos to Amendment.

a) No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment.

b) No provision of this Declaration or of the exhibits hereto which requires to be effective, operational or to be enacted, a vote of the Unit owners greater than that required in Paragraph (2) above, shall be amended or changed by any amendment to this Declaration or to the exhibits hereto insofar as they pertain to said provision or provisions, unless in addition to all other requirements of Paragraph 25 above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or exhibits hereto, whichever shall be applicable, to effect such provision or provisions.

the exhibits hereto shall be effective to affect or impair the validity or priority of the entrange held by an Institutional Mortgagee encumbering a Condominium parcel, or to affect or impair the rights enrumbered herein to Institutional Mortgagees, without the written congranted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the parcel, which consent shall be executed with the formalities required for deeds and recorded with the Amendment.

d) If it charl appear that through scrivener's error all of the Common Expenses on terests in the Common Surplus or all of the Common Elements have not been distributed in this Declaration such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus tails to equal 100%; or, if it shall or ownership of common surplus tails to equal 100%; or, if it shall appear that through such error more than 100% of the Common Elements or Common Expenses, ownership of the Common Surplus shall have been distributed; or if it shall appear that through scrivener's error a Unit has not been designated an approxiate undivided share of the Common Elements, Common Expense or Common Surplus; or if it appears that there is an omission or error in this Declaration or in any other documents required by law to establish this Condominium, the Association may correct the error and/or omission by an amendment to this Declaration and/or the other documents by Pasolution of the Board of Directors of the Association approved by a majority of the whole number of directors, or by a majority vote of the Unit owners voting at a meeting of Unit owners called at least in part for the purpose, at which a quorum is present. If such an amendment, consideration and approved pursuant to this subparagraph, materially adversely afat which a quotum is present. It such an amenument, consideration and approved pursuant to this subparagraph, materially adversely affects property rights of Unit owners, the Unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment is accordanced and approved approved and approved approved and approved approved approved approved and approved a ment, considered and approved pursuant to this subparagraph, modifies the shares of Common Expense, Common Elements or Common Surplus appurtenant to one or more Units, then the owners of the Units and Units ers of liens upon the Units for which changes in the shares of Common Elements or Common Expense or Common Surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this subparagraph, no Unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the Common Elements, Common Expense or Common Surplus be deemed modified for reason of the modification of the shares of Common Expense, Common Elements or Common Surplus appurtenant or attributable to another Unit.

e) Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend

this Declaration so as to correct any errors or omissions not materially adversely affecting the rights of the Unit owners, lienors or Institutional Mortgagees, and such right shall exist until one year from the date of the recording of this Declaration in the Public Records of Palm Beach County, Florida. Such amendment need not be approved by the Association, Unit owners, lienors or Institutional Mortgagees of Units of the Condominium whether or not elsewhere required for amendments.

f) No amendment shall discriminate against any Unit owner or against any Unit or class or group of Units, unless the owner to affected shall consent.

g) Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration at any time during the course of registration of this Condominium in any State in order to accomplish a successful registration of this Condominium in that State, provided, said amendment does not referially, adversely affect the rights of the Unit owners, lienors of record, or Institutional Mortgagees. Such Amendment need not be approved by the Association, Unit owners, lienors or Institutional Mortgagees of Units of the Condominium whether or not elsewhere required for amendments.

h) (as long as Developer has title to any Unit, no amendment to this Declaration shall be made to this Declaration or any exhibits hereto, unless Developer shall consent in writing to the mendment, which consent may be withheld by Developer for any reason.

at all times maintain a registry setting forth the names of the owners of Units. In the event of a sale or transfer of any Condominium Unit, the purchaser or transferee shall notify the Association in writing of his interest in such Condominium Unit together with the recording information for the instrument by which such purchaser or transferee has acquired his interest in any unit. The owner shall notify the Association of any mortgage encumbering any Condominium Unit and any transfer thereof, the amount of such nortgage or mortgages, and the recording information for the mortgage or mortgages. The holder of any mortgage encumbering any Condominium Unit may, if he so desires, notify the Association of the existence of such mortgage; and upon receipt of that notice, the Association Shall register in its records all pertinent information pertaining to pame.

# 27. NOTICE TO AND RIGHTS OF INSTITUTIONAL MORTGAGEES.

- 27.1 In the event of any substantial damage or destruction to any Unit or any part of the Common Elements, Institutional Mortgagees will be entitled to timely notice of such damage or destruction.
- 27.2 In the event any Unit owner small the in default in the payment of any assessments as provided for herein, and said default shall not be cured within thirty (30) days, the Association shall cause notice of such default to be given to any Institutional Mortgagee of the Unit.
- 27.3 In the event any portion of the Condominium property is made the subject matter of any condemnation proceeding, all Institutional Mortgagees shall be entitled to timely written notice of such proceeding or action of acquisition.
- 27.4 An Institutional Mortgagee will, upon request, be entitled to:
  - (1) Inspect the books and records of the Association;
- (2) Receive an annual financial statement of the Association within ninety (90) days following the end of the fiscal year;

- (3) Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but said representative shall have no right to participate or vote at said meeting.
- 27.5 The failure of the Association to comply with this Paragraph may be specifically enforced but shall not give rise to a claim for damages.

# 28 PHASE II AND THE AMENITIES.

- which may be served by the Amenities is attached hereto as Exhibit "H".

  The parcel of land is heretofore and hereinafter referred to as "Phase II".
- 28.2 The Units. A maximum of 141 Units which may be built on Phase II share the use of the Amenities with the Condominium Unit Owners.
- 28.3 Amenities. The Amenities are legally described in Exhibit "B" and consist of those facilities described in Paragraph 13. The Site Plan attracted as Exhibit "C" shows the location of the Amenities and the Improvements thereon.
- 28.4 Personal Property. It is represented by Developer that the minimum expenditure to be made for the purchase of personal property to be installed and furnished to the Amenities shall be the sum of \$7,500.00.

Developer is not committed to furnish any additional items of personal property nor any additional facilities to the Amenities.

- 28.5 Percentage Ownership of Amenities. The Amenities are owned by the Developer and Association as equal tenants in common, each owning an undivided fifty percent (50%) interest in the Association's undivided fifty percent (50%) ownership interest in the Amenities, is equal to the Unit owner's undivided share in the Common Elements. Notwithstanding any development of Phase II, each Unit owner's undivided share of ownership of the Amenities shall remain the same.
- 28.6 Amenities, Control, Costs and Voting. Until the time Phase II is developed, the Association shall be responsible for all the costs related to the operation and maintenance of the Amenities and the Association shall exercise exclusive control of the Amenities. Each Unit owner's vote is as set forth in the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "F" and "G". In the event and at which time hereto as Exhibits "F" and "G". In the event and at which time have equal rights in the management operation and use of the Amenities, and said Association shall assume its prorata share of the costs of operating the Amenities. The share of each Association's members shall be in an amount equal to the ratio of the total number of Units represented in that Association to the total number of Units in both the Condominium and Phase II combined.
- 28.7 Conveyance of Phase II by Developer for Use As

  Amenities. Developer hereby reserves the right to convey Phase II
  or any part thereof to the Association for use as additional Amenities.

28.8 Developer's Right To Convey Phase II. Nothing contained herein shall prohibit or restrict Developer, its successors or assigns from conveying or assigning its interest in Phase II and the Amenities to a third party.

The Developer is merely considering the reasonability and feasibility of developing Phase II. However, nothing contained herein shall be interpreted as committing or obligating Developer to develop Phase II.

to Amenities. Nothing contained herein shall prohibit Developer from building on including additional facilities, land, structures or personal property as Part of the Amenities unless a material increase in the cost of maintenance to each of the Unit owners in the Condominium would result therefrom.

# 28.11 Opinion of Title.

practice law in the State of Florida, based upon the title information described below covering the period from earliest possible records through March 1977, hereby state that I am of the opinion that apparent record tatle to Phase II as legally described in Exhibit "H" is vested in SONTON PLACE HOLDINGS, INC., a Delaware corporation.

I further certify that, according to information provided to me by the City of Riviera Beach Planning and Zoning Department, Phase II is presently for allow the use of said property for multi-family residential attractures and appurtenant recreation facilities.

Title Information:

Commonwealth Land Title Insurance Company Title Insurance Policy Number N-772707

DC-29

## 29. MISCELLANEOUS.

## 29.1 Limitation of Liability.

- a) The liability of the owner of a Unit for Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration.
- b) The owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit owner shall be liable for injuries of damages resulting from an occurrence in his own Unit to the same extent and degree that the owner of a house would be liable for an occurrence happening within the house.
- governed by and conform with the Declaration and exhibits hereto. Failure to do so shall entitle the Association or any Unit owner to recover damage for obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Should the Association or any Unit owner find it necessary to bring court action to bring about compliance with the law, this Declaration, or the exhibits hereto, upon a finding by the court that the violation complained of is willful and deliberate, the Unit owner so violating shall reimburse the party bringing suit for reasonable attorney's fees (including appellate attorney's fees) incurred by it in bringing such action, as determined by the court.
- 29.3 Covenants Run With The Land. All provisions of this Declaration and exhibits attached hereto, and amendments thereof, shall be construct as covenants running with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit owner and occupant of the property, or environments, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration and exhibits hereto and any amendments thereof.
- claration, or of the By-Laws, the Mytteles of Incorporation of the Association, or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the tempinder of this Declaration, the By-Laws and Articles of Incorporation, or the Condominium Act, and of the application of any such provision action, sentence, clause, phrase or word, in other circumstances, hall not be affected thereby.
- whenever notices are required to be sent hereunder, the same may be delivered to Unit owners, either personally of by mail, addressed to such Unit owners at their place of residence in the condominium, unless a Unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the condominium, and in his absence, any member of the Board of Directors of the Association.
- a) Notices to the Developer shall be delivered by mail to: SUTTON PLACE HOLDINGS, INC., 3400 North Ocean Drive, Singer Island, Florida, 33404.
- b) All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given to the personal representatives of a deceased owner, or devisee when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the

records of the court wherein the estate of such deceased owner is being administered.

c) The change of the mailing address of any party, as specified herein, shall not require an amendment to the Declaration.

29.6 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating admiform plan for the operation of a condominium.

29.7 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration or exhibits hereto.

29.8 Developer's Rights. Notwithstanding any other provision in this declaration, Developer is irrevocably empowered to sell Condominium Units on any terms to any purchasers for as long as it owns any Unit in the Condominium. Developer shall have the right to transact any business necessary to consummate sales of said Units, intransact any business necessary to consummate sales of sale of the sales of sales of cluding, but not limited to, the right to maintain model apartments, have signs, employees in the offices, use the Common Elements and show Units. Sales office signs and all items pertaining to sales shall not be considered Common Elements nor Amenities and shall remain the

be considered Common Elements nor Americaes and Share property of the Developer.
IN WITNESS WHEREOF, SUTTON PLACE HOLDINGS, INC., a Delaware corporation, has signed this Declaration on the day of, 1977.
Signed, sealed and delivered SUTTON PLACE HOLDINGS, INC.
in the presence of:
There Jephon By: Mill Vice-President
W Aprild Paris
ManSay M. Bushara (WAttest: Assistant Secretary
(CORPORATE SEAL)
STATE OF FLORIDA
COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this

and W. Donoid fare, on behalf of SUTTON PLACE HOLDINGS, INC., a Delaware corporation.

My Commission Expires:

Notary Public, State of Flashin at Lorge My contribute expires time 23, 1980

PALM OFF 2712 PAGE

#### JOINDER OF MORTGAGEE

CHEMICAL BANK, a New York Banking Corporation ("Mortgagee"), is the owner and holder of a mortgage upon the following property:

All of the land, together with the improvements therein, located in the County of Palm Beach, State of Florida, described as

follows)

0 Rarcel "A" of JOHNSON TRACT as that plat is re-Gorded in Plat Book 29, page 233, of the Public Records of Palm Beach County, Florida.

Baid Mortgage was given by:

Andrew Development Corporation to Thompson S. Baker et al, as Trustees of Barnett Mortgage Trust dated and recorded July 25) 1973 in Official Record Book 2191, page 1578 in the Public Records of Palm Beach County, Florida, in the original principal amount of \$17,650,000.00, and Receipt for Future advance between Andrew Development Corporation, a Florida corporation, and Thompson S. Baker et al, as Trustees of Barnett Mortgage Trust dated January 31, 1974 and recorded April 17, 1974 in Official Record Book 2293, page 411, Public Records of Palm Beach County, Florida, in the amount of \$500,000.00, and now held by Chemical Bank, a New York Banking Corporation, by Assignment of Mortgage and Security Agreement dated April 9, 1976 and recorded April 10, 1976 in Official Record Book 2537, page 1111, and Assignment of Financing Statement filed May 10, 1976 and recorded in Official Record Book 2537. May 10, 1976 and recorded in Official Record Book 2537, page 1125, Public Records of Palm Beach County, Florida.

Mortgagee hereby joing in the making of the foregoing Declaraof Condominium, and the Mortgage agrees that the lien of its mortgage shall be upon the following-described property in Palm Beach County, Florida.

All of the units of OCEANTREE CONDOMINIUM, according to to the Declaration of Condominium.

TOGETHER WITH all of the appurterances to the units, including but not limited to all of the undivided shares in the common elements.

CHOMICAL BANK

Assistant Secretary

Signed, sealed and delivered

in the presence:

PALM DEF 2712 PAGE 32

## EXHIBIT A

# LEGAL DESCRIPTION OF LANDS SUBMITTED TO CONDOMINIUM

Beile part of Parcel "A", Johnson Tract, City of Riviera Beach, Palm Beach County, Florida, as recorded in Plat Book 29 Page 233, Palm Beach County, Public Records, and more particulably described as follows:

Commenting at the Northwest corner of said Parcel
"A", being a concrete monument designated as "PRM" on said
Plat of "Johnson Tract"; thence S 0° 41' 40" W along the
East Right-of-Way line of State Road 703 (AIA) a distance of
231.00 feet;

thence East 61.50 feet the POINT OF BEGINNING;

thence North 8.00 feet; thence East 6.00 feet; thence South 8.00 feet; thence East 55.50 feet; 49.50 feet; thence North 17.50 feet; thence East thence South 24.00 feet; thence Fast 87.50 feet; thence North 3.00 feet; thence East 6.00 feet; thence South 3.00 feet; thence Ea ( 36.00 feet; thence South 91.00 feet; thence West (13).50 feet; thence South 20.00 feet; thence West (17)00 feet; HI no feet; thence North 20.00 feet; thence West thence North 97.50 feet to the POINT OF BEGINNING.

Subject to a 10' wide Easement for Florida Power & Light Company as shown on Official Record Book 2433, Page 850, Palm Beach County Public Records.

#### EXHIBIT B

## LEGAL DESCRIPTION OF AMENITIES

Being all of parcel "A", Plat of Johnson Tract, City of Riviera Beach, Palm Beach County, Florida, as recorded in Plat Book 29, Page 233, Palm Beach County Public Records.

North 15 feet thereof and a Florida Power and Light Easement over the West 15 feet thereof and a 10' wide Easement for Florida Power and Light as shown on Official Record Book 2433, Page 850, Pain Beach County Public Records.

LESS (Boundary of Ogndominium)

Being part of Fancel "A", Plat of Johnson Tract, City of Riviera Beach, Palm Beach County, Florida, as recorded in Plat Book 29, Page 233, Palm Beach County Public Records, and more particularly described as follows:

Commencing at the Northwest corner of said Parcel "A", being a concrete monument designated as "PRM" on said Plat of Johnson Tract; thence S 0°41'40" W along the East Right-of-Way line of State Road 703 (AlA) a distance of \$231.00 feet;

thence East 61.50 feet to the BOINT OF BEGINNING;

thence continue East 19.00 feet

thence North 8.00 feet; thence East 6.00 feet;

thence South 8.00 feet; thence East 55.50 feet;

thence North 17.50 feet; thence East 19.50 feet;

thence South 24.00 feet; thence East \$1.50 feet;

thence North 3.00 feet; thence East 6.00 feet;

thence South 3.00 feet; thence East 36.00 feet;

thence South 91.00 feet; thence West 131.50 feet;

thence South 20.00 feet; thence West 17.00 feet;

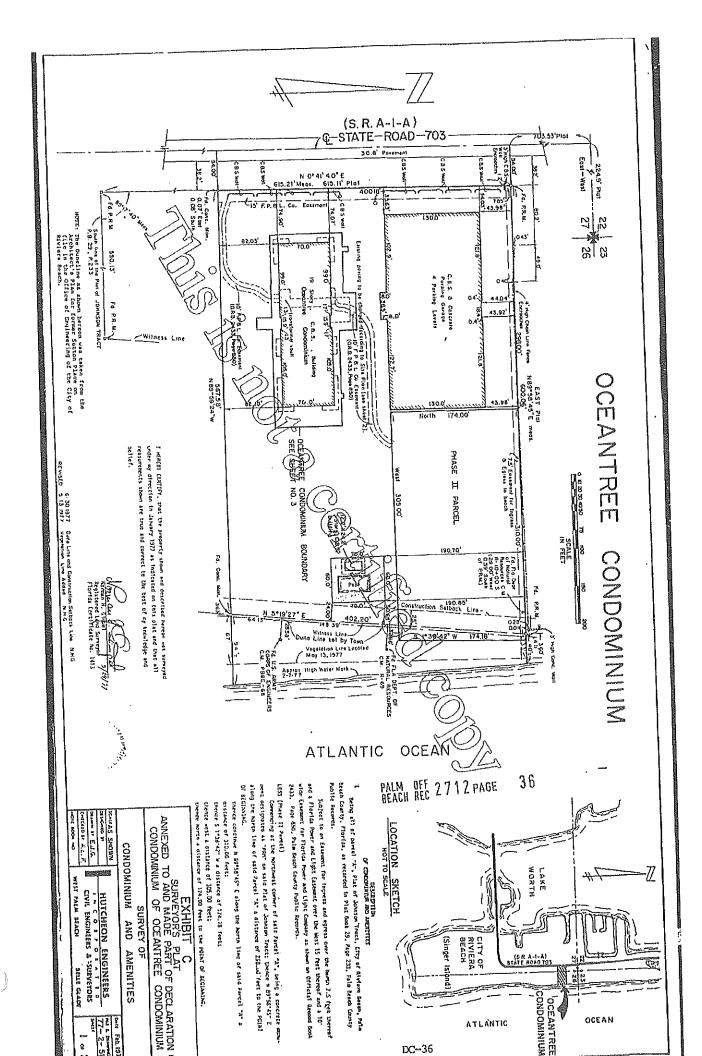
thence North 20.00 feet; thence West 111.00 feet;

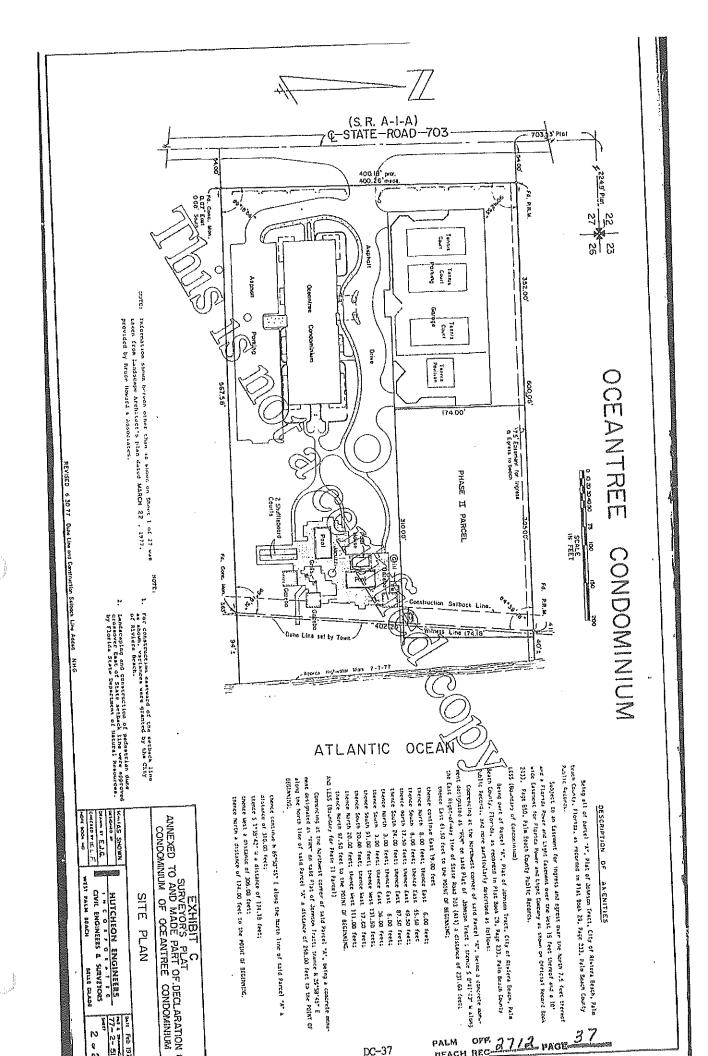
thence North 97.50 feet to the POINT OF BEGINNING

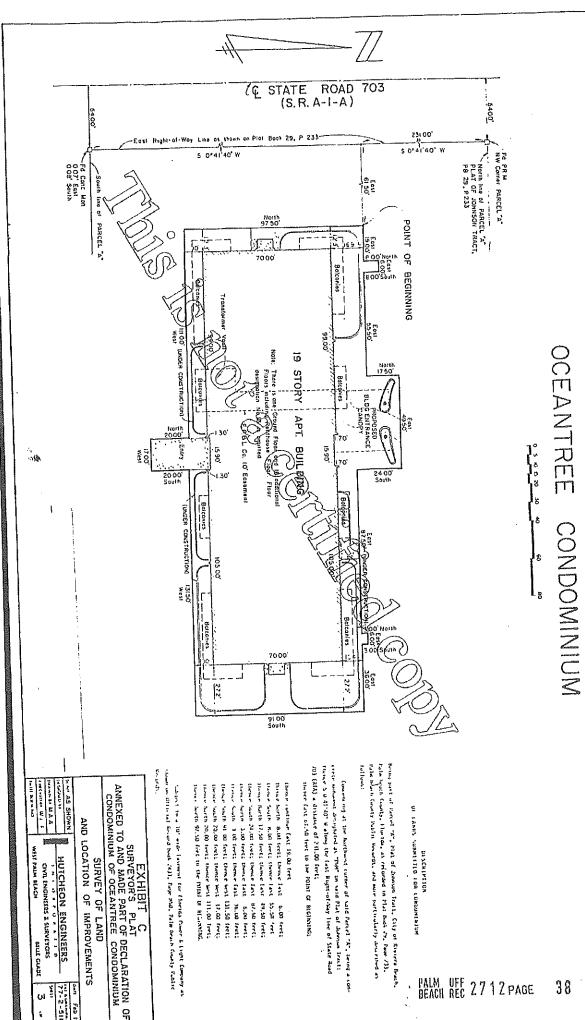
AND LESS (Boundary for Phase II Parcel)

Commencing at the Northwest corner of said Parcel "A", being a concrete monument designated as "PRM" on said Plat of Johnson Tract; thence N 89°58'45" E along the North line of said Parcel "A" a distance of 298.00 feet to the POINT OF BEGINNING;

thence continue N 89°58'45" E along the North line of said Parcel "A" a distance of 310.00 feet; thence S 1°38'42" W a distance of 174.18 feet; thence West a distance of 305.00 feet; thence North a distance of 174.00 feet to the POINT OF TRIGINNING.

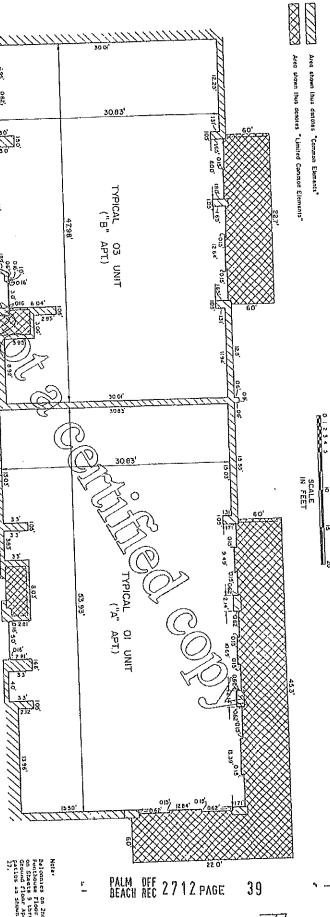






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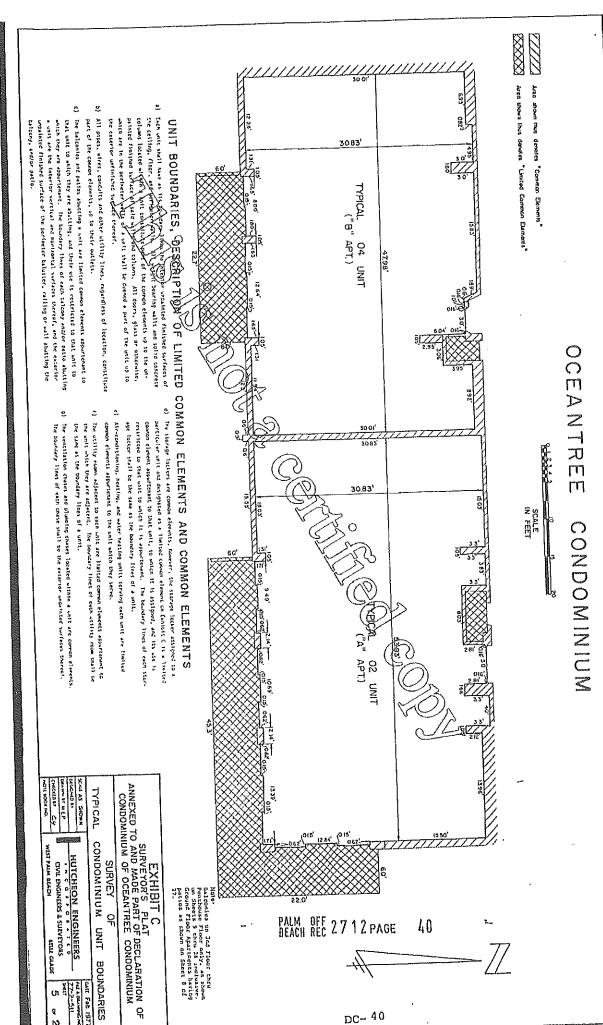
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- air-conditioning, meating, and water heating units serving each unit are limited common elements apportenant to the unit unith they serve.
- f) The utility rooms adjacent to rech unit are Italized common elements structional to the unit, which they are adjacent. The commany lines of each utility room shall be the tase as the boundary lines of a unit.
- the ventilation chases and plumbing chases located within a unit are compon elements. The boundary lines of each chase shall be the externor unputated wurdtest thereof.

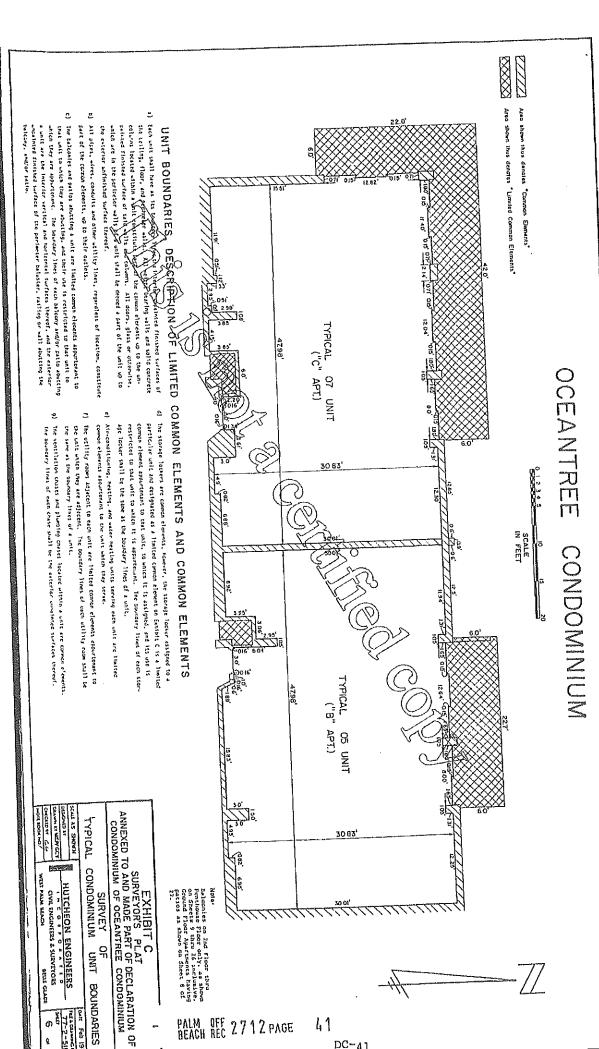
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SHRVEY OF	SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF OCEANTREE CONDOMINIUM	EXHIBIT C

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Fenthouse Floor oily, as shown
on Sheets 9 thru 26 inclusive.
Ground floor heartments having
pation as shown on Sheet 8 of
27.

DC--39





# OCEANTREE CONDOMINION

Arso shown thus denotes "Limited Common Elements" Arra shown thus denotes "Common Elements"

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TYPICAL OB UNIT 30.83

UNIT BOUNDARIES. TION OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS

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- c) The storage lockers are common elements, however, the storage locker assigned to a common element appurtenant to that whit, to which it is assigned, and its use is particular unit and designated as a limited comes element on Eshible C is a limited age locker shall be the same as the boundary lines of a unit. restricted to that unit to which it is appartenant. The boundary lines of each stor-
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EXHIBIT C
SURVEYOR'S PLAT
ANNEXED TO AND MADE PART OF DECLARATION OF
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CONDOMINIUM HUICHEON ENGINEERS Š BELLE CLADE BOUNDARIES

TYPICAL

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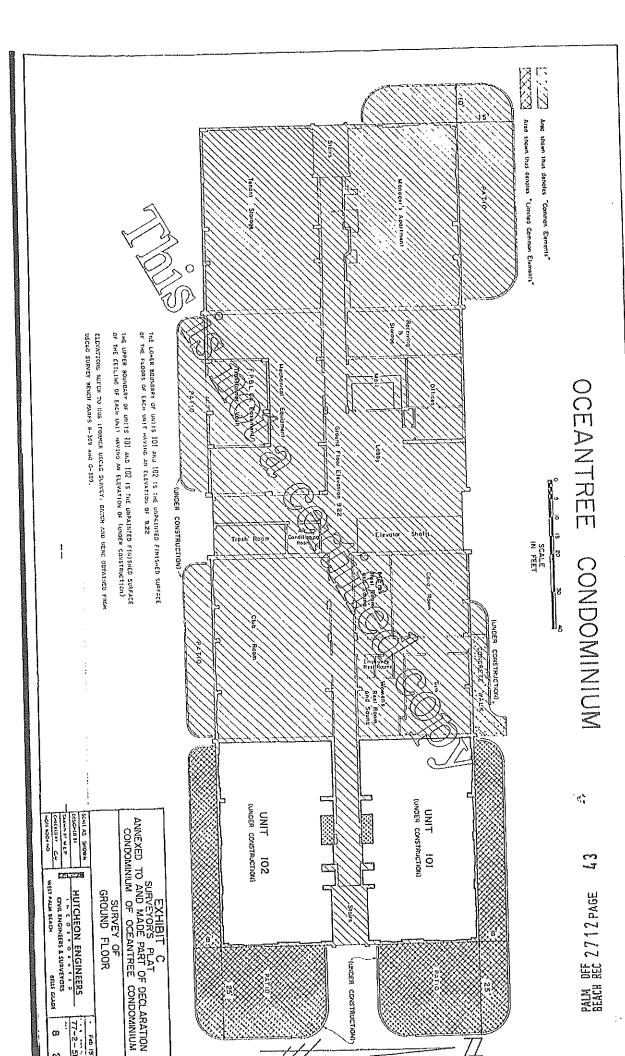
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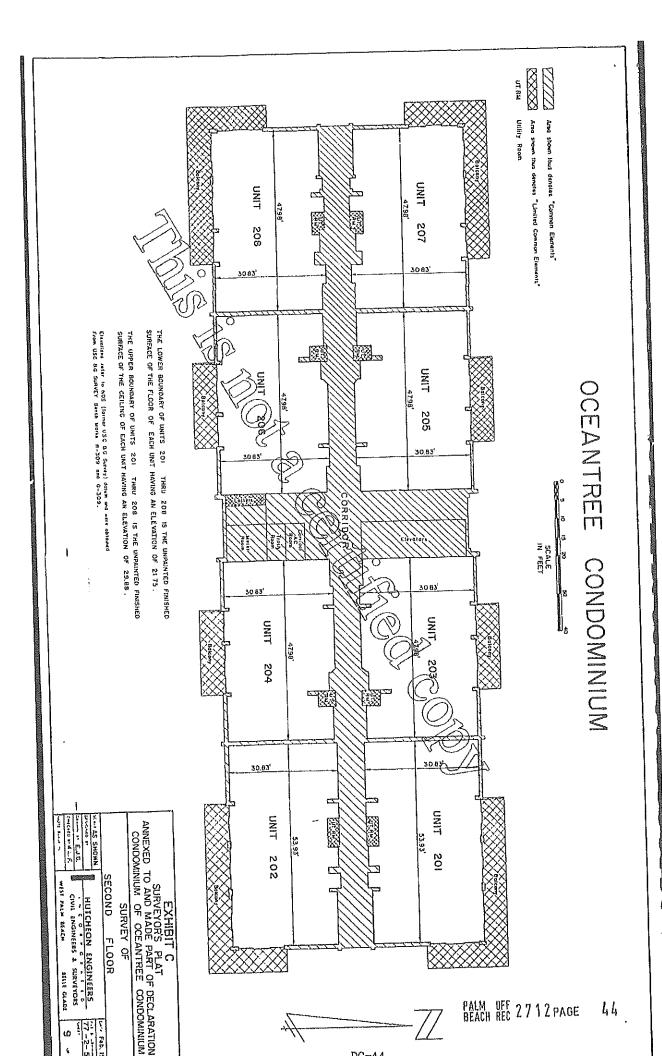
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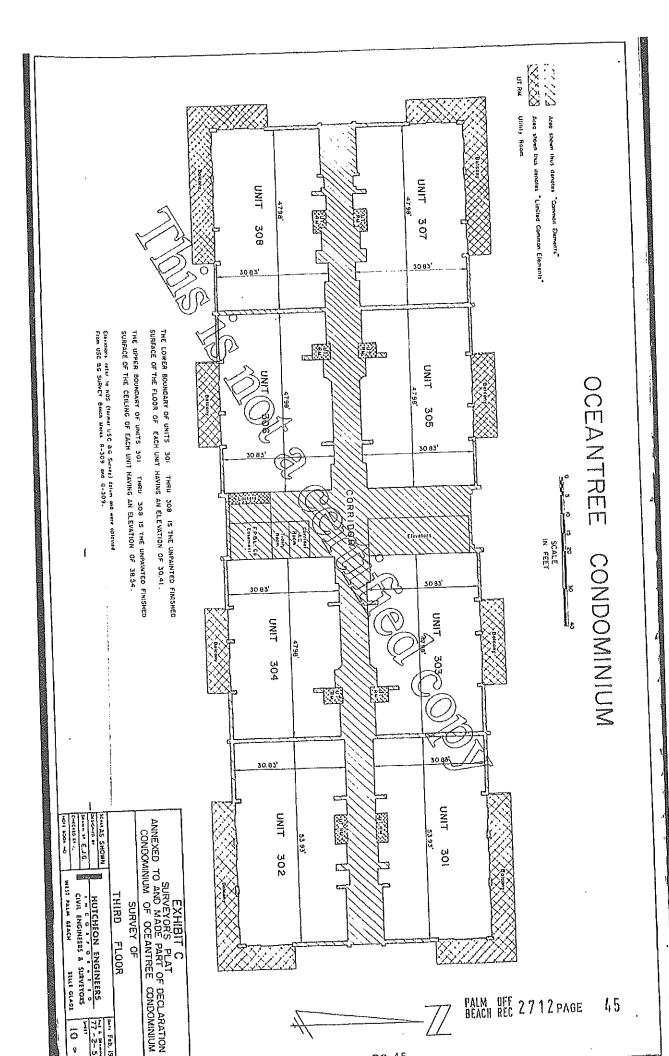
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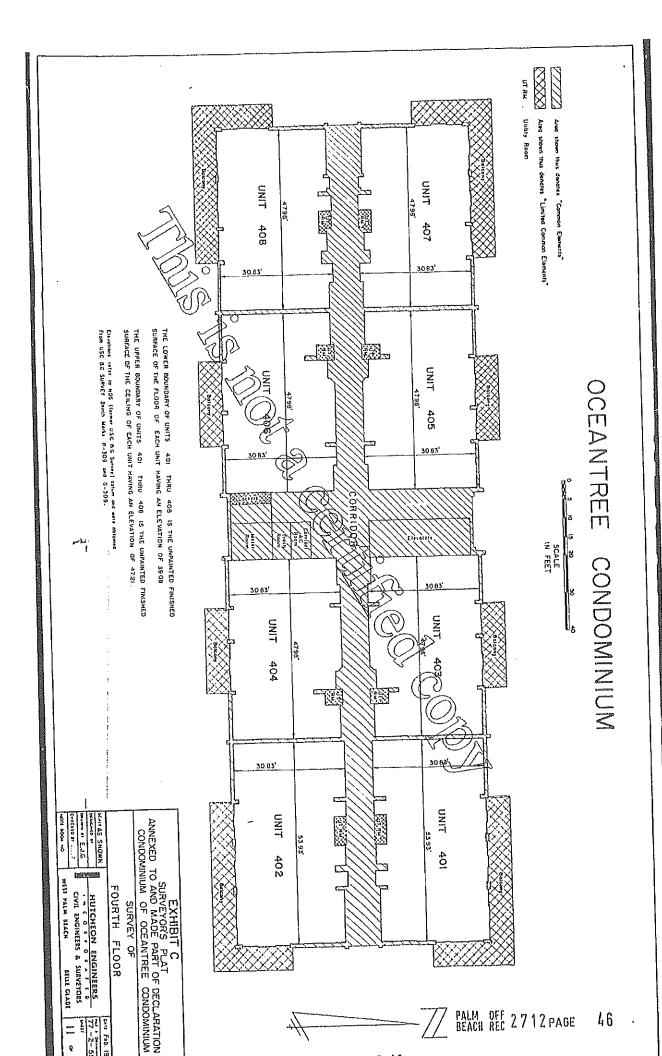
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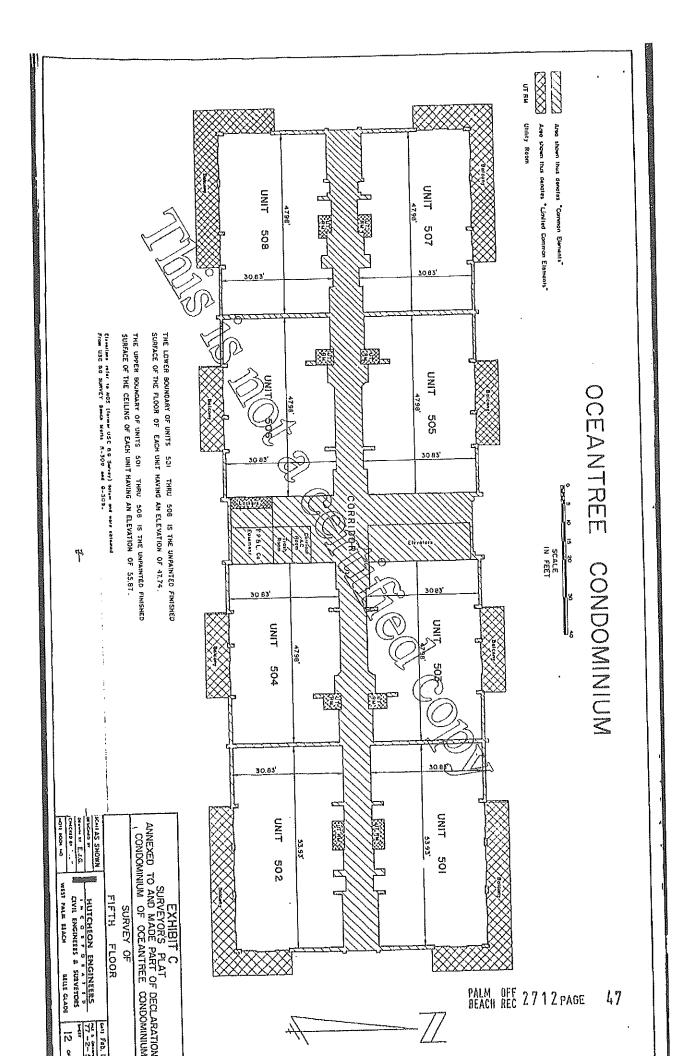
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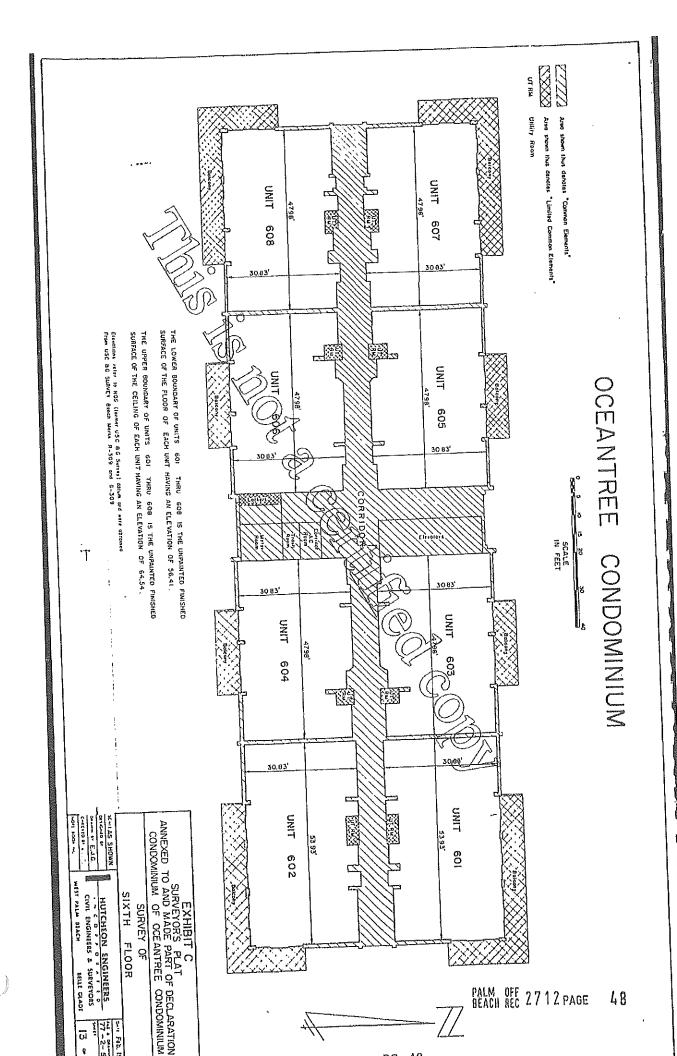


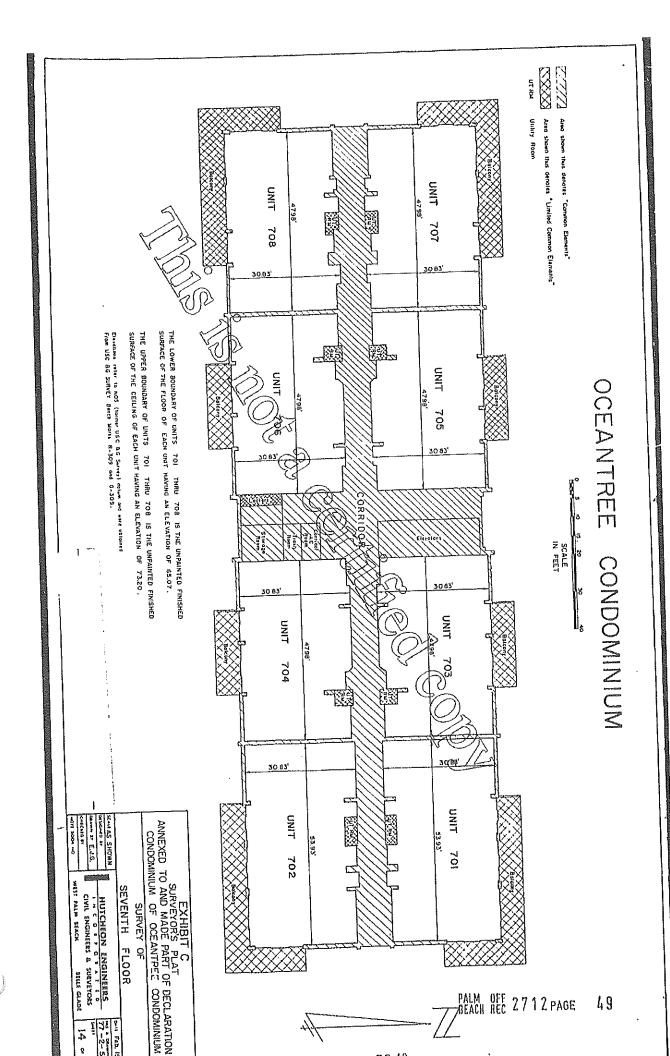


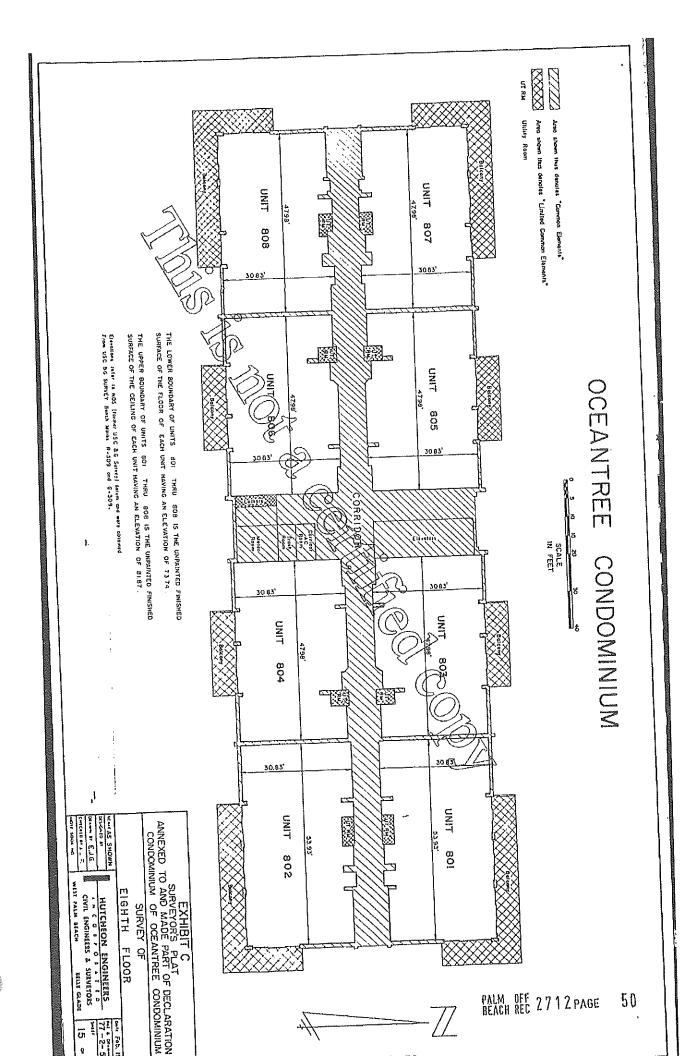


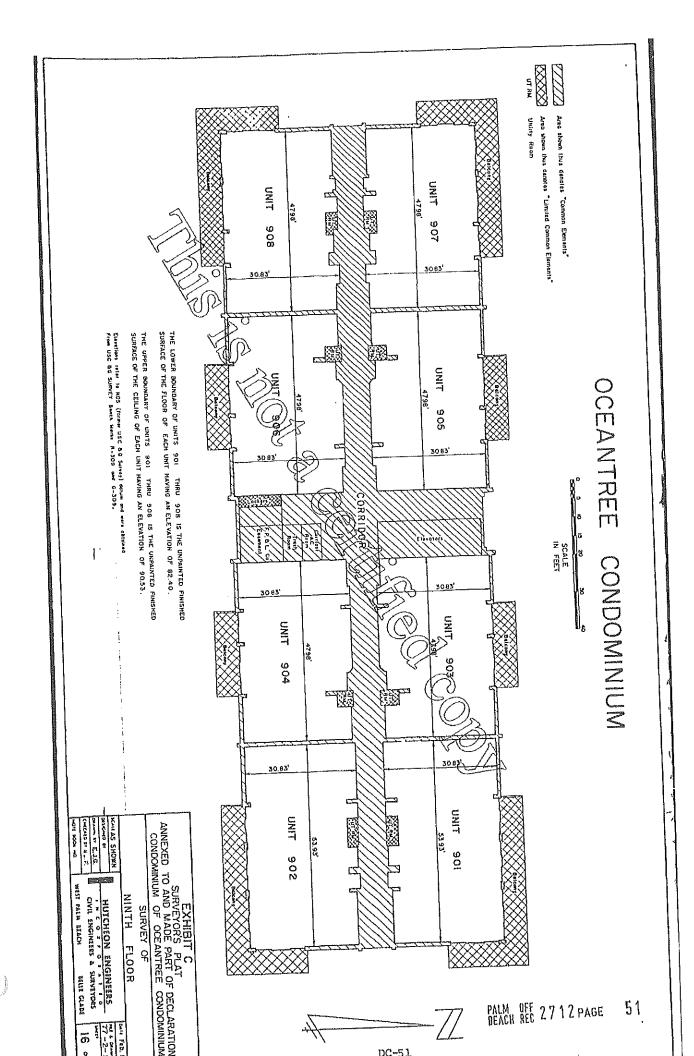


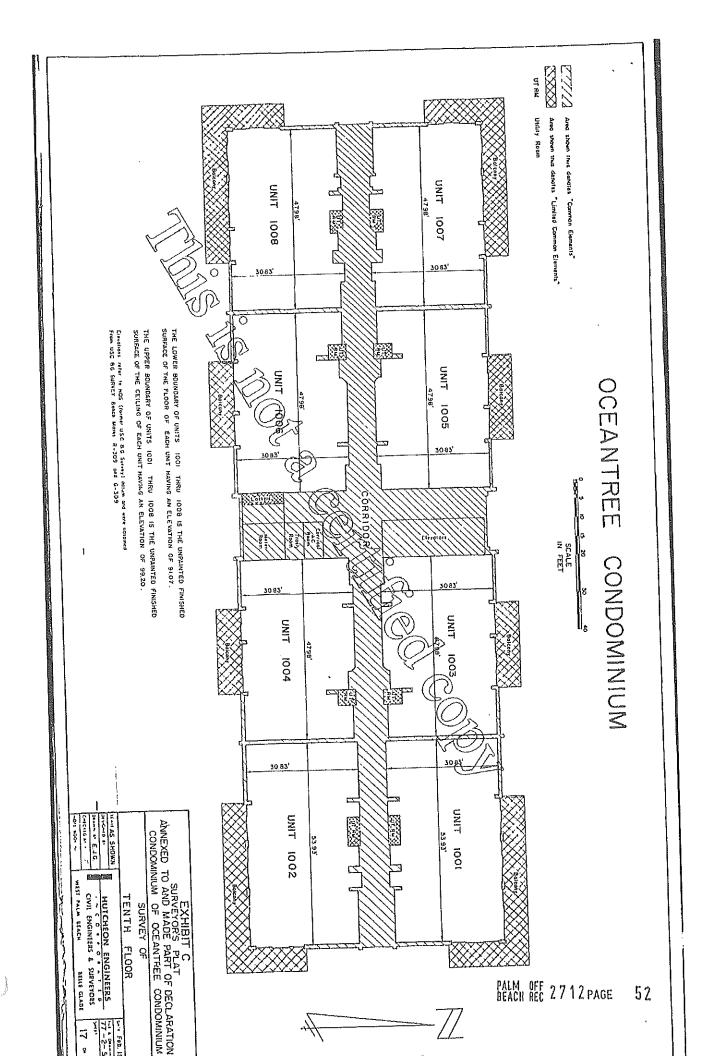


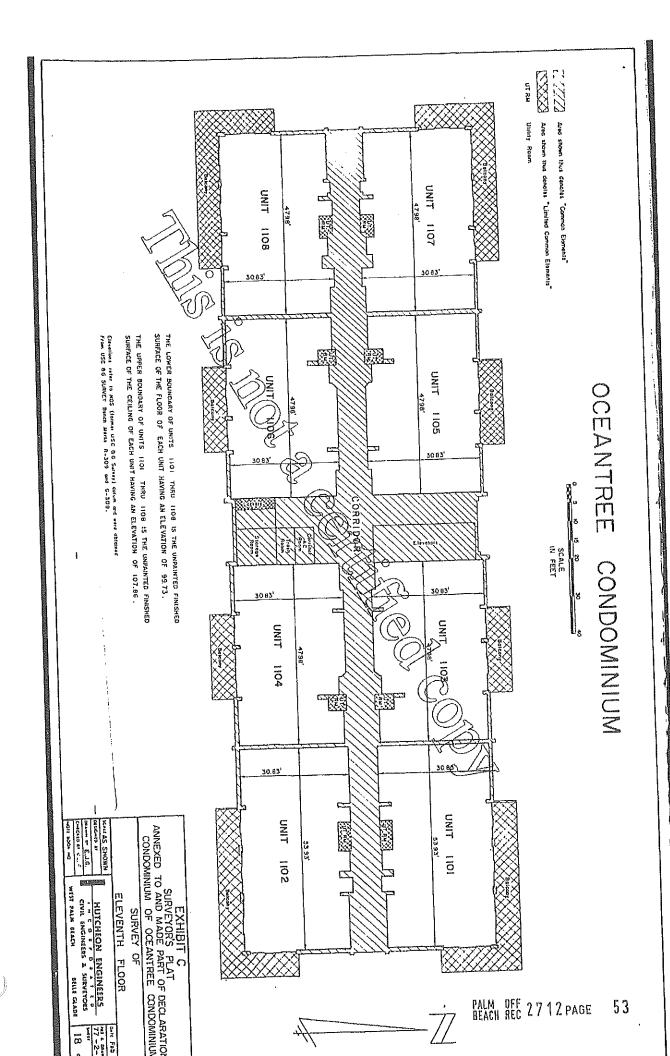


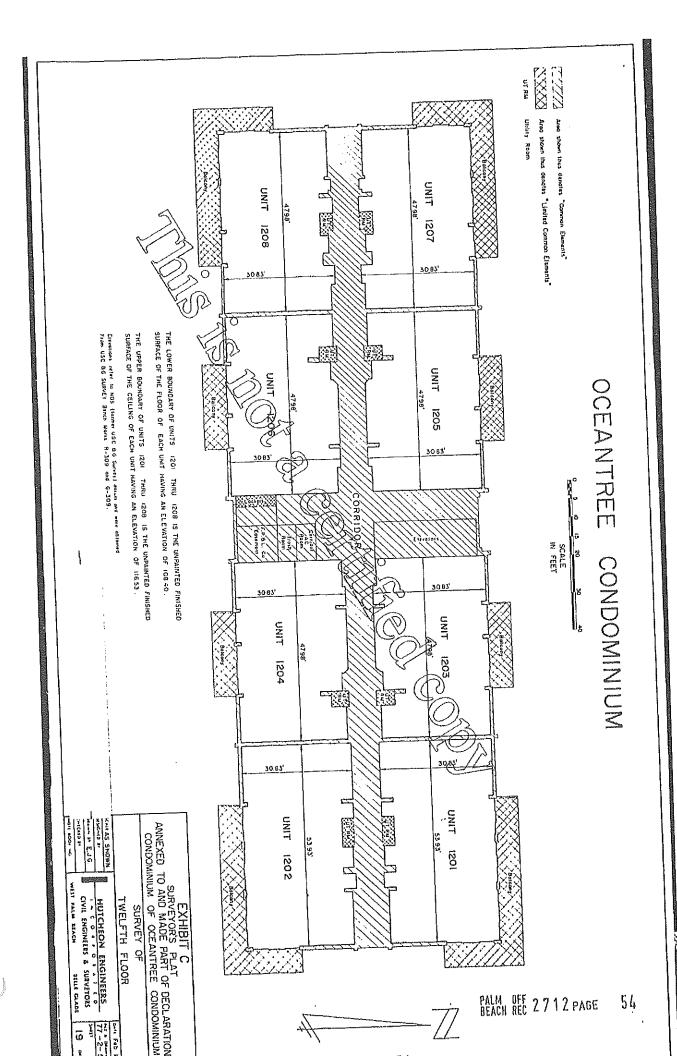


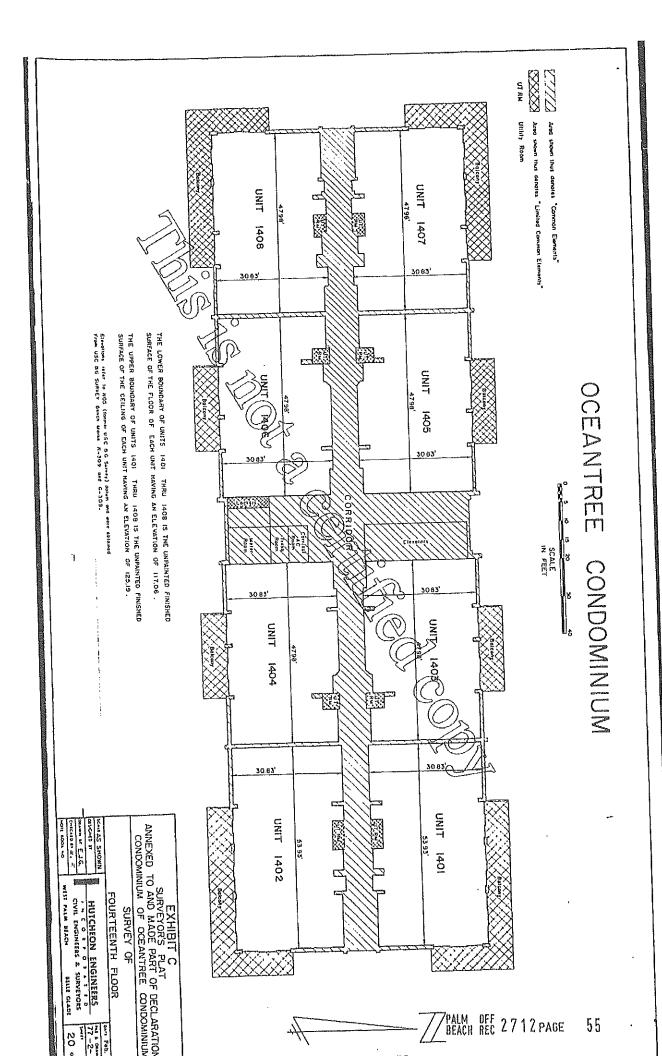








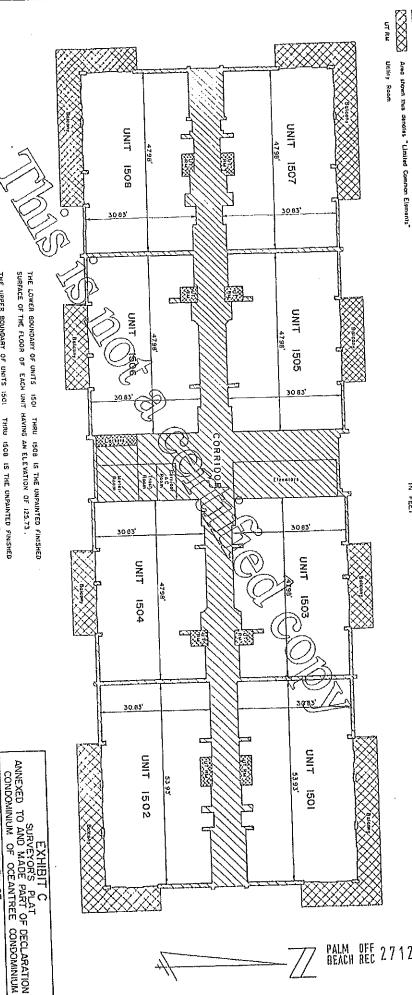




# OCEANTREE CONDOMINION



Area shown thus denotes "Common Elements"



THE UPPER BOUNDARY OF UNITS 1501 THRU 1508 IS THE UNPAINTED FINISHED SURFACE OF THE CEILING OF EACH UNIT HAVING AN ELEVATION OF 133 86.

Circitate refer to NOS (leimer USC &G Survey) delum and erre abtained from USC &G SURVEY Banch Marine 8-309 and 6-309.

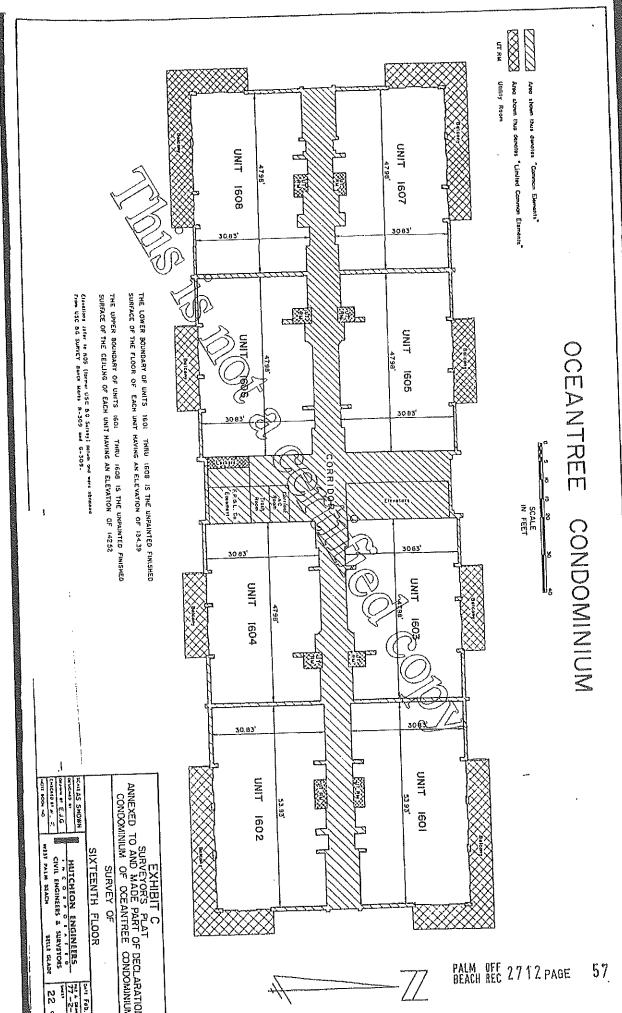
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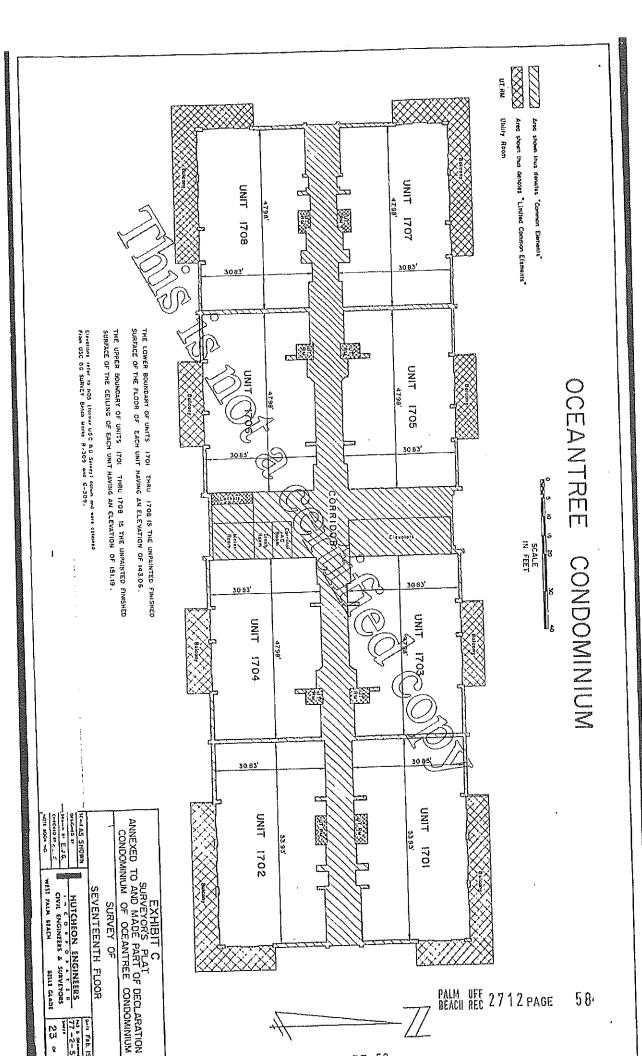
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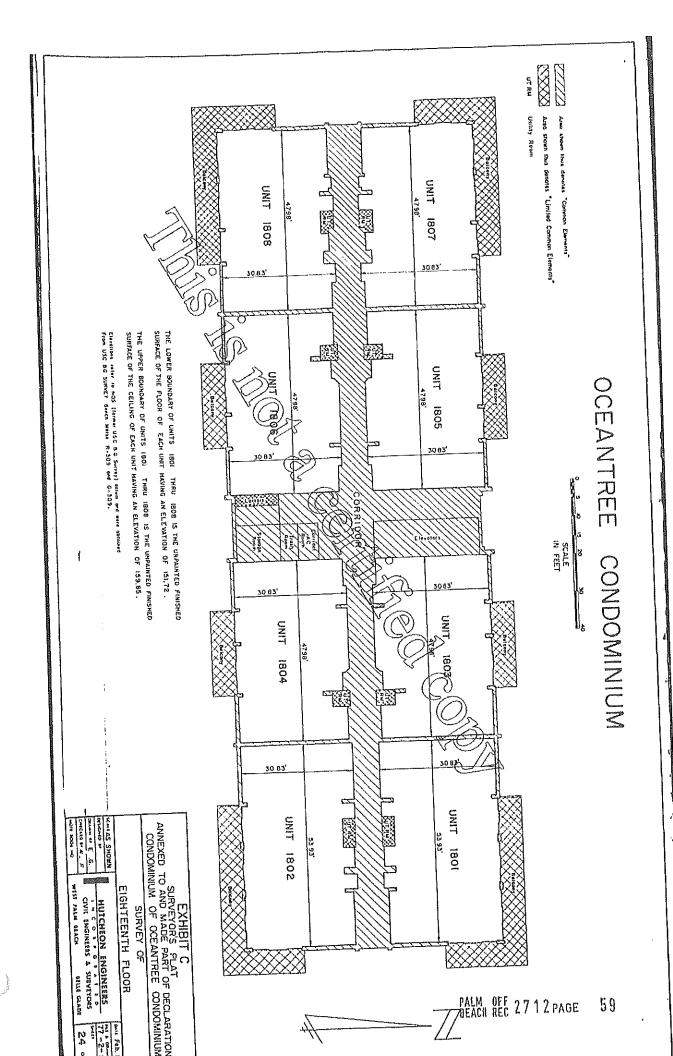
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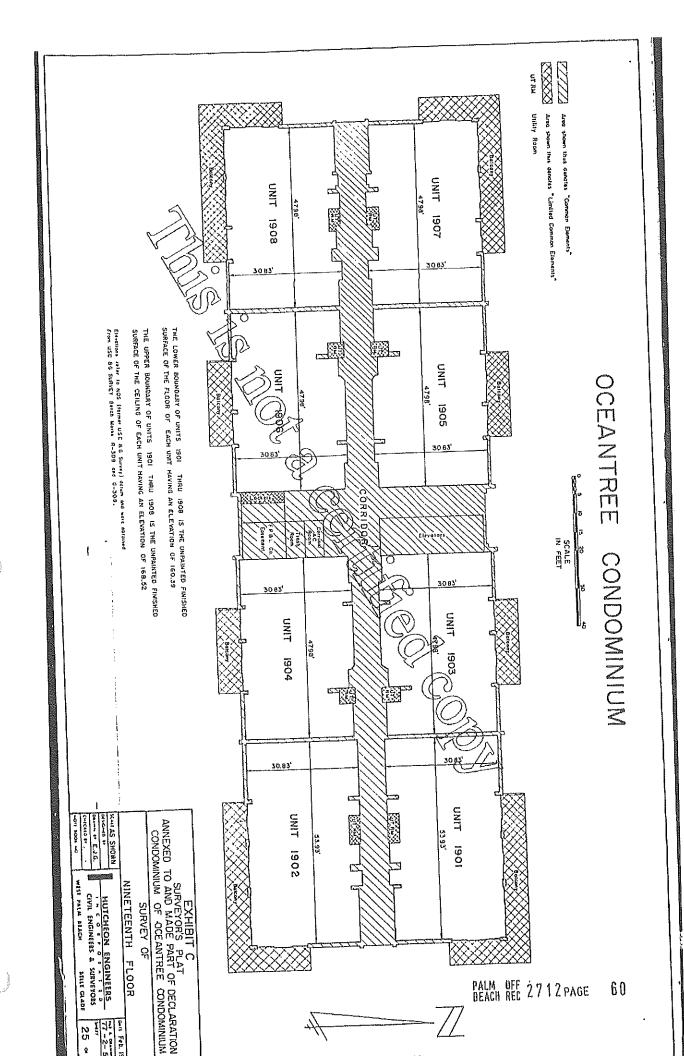
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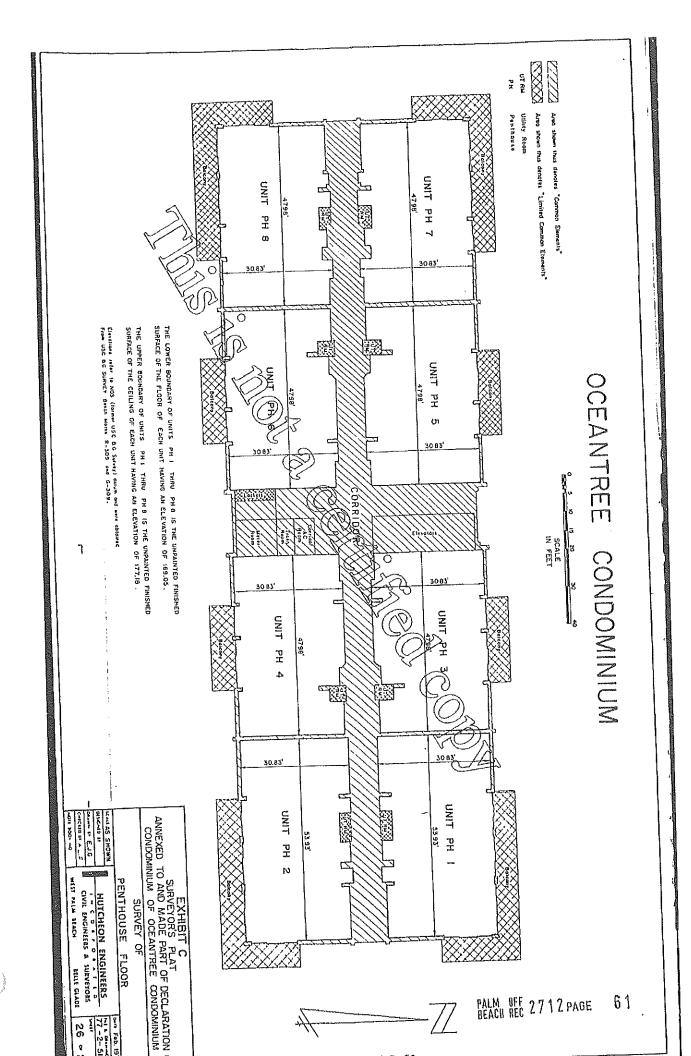


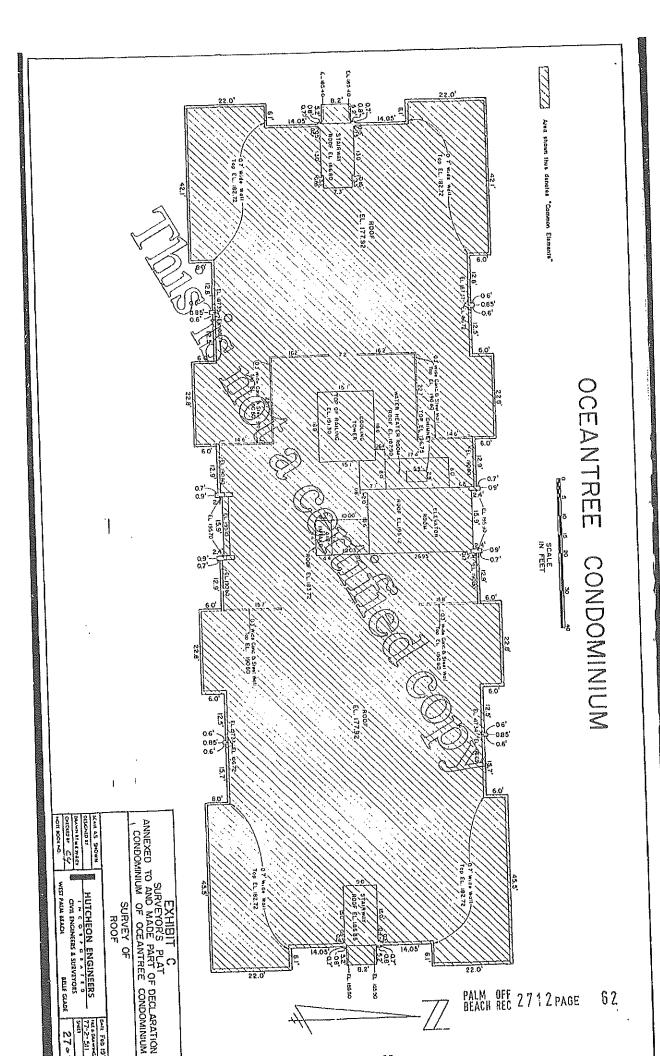
77-2-22











### EXHIBIT "D"

### CERTIFICATE OF SURVEYOR

Certificate of Surveyor made this 24 day of March ,

I, NORMAN GIMPEL of HUTCHEON ENGINEERS, INC, certify as

am a Registered Surveyor authorized to practice in the State of Florida.

2. COMING CERTIFICATE IS made as to OCEANTREE CONDOMINIUM located at 1400 North Ocean Drive, Singer Island, Florida, 33404, and in compliance with Florida Statute 718.104(e).

3. The construction of the improvements described in the following exhibits to the Declaration of Condominium is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials:

	0	s '
EXHIBIT	SHEET NO.	TITLE
С	1.	Survey of Condominium and Amenities
С	2	Stee Plan
C	3	burvey of Condominium Boundaries and Improvements
C	4	Typical 01 Unit ("A" APT) and 03 Unit ("B" APT)
С	5	Typical 02 Unit ("A" APT) and 04 Unit ("B" APT)
С	6	Typical 05 Unit ("B" APT) and 07 Unit ("C" APT)
č	7	Typical 06 Unit ("B" APT) and 08 Unit ("C" APT)
Ċ	8	Survey of Ground Floor
ċ	9	Survey of Second Floor
č	10	Survey of Millo Floor
Ċ	11	Survey of Fourth Floor
ē	12	Survey of Pitch Floor
C C	1.3	Survey of Sixth Floor
Č	14	Survey of Seventh Floor
č	15	Survey of Eighth Floor
Č	16	Survey of Ninth Floor
Č	17	Survey of Tenth Figor
с С	18	Survey of EleventhOfloor
č	1.9	Survey of Twelfth Figor
C C	20	Survey of Fourteently/Floor
č	2.1.	Survey of Fifteenth Floor
č	22	Survey of Sixteenth (Floor
č	23	Survey of Seventeenth Filoor
č	24	Survey of Eighteenth FLOOR
Č	25	Survey of Nineteenth Floor
č	26	Survey of Penthouse Floor
c c c c	27	Survey of Roof
Ü		

REGISTERED SURVEY
Certificate No.
State of Florida

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS ATTRIBUTABLE TO EACH UNIT

EXHIBIT E

5		
ONIT DESIGNATION	$\underline{\mathtt{TYPE}}$	PERCENTAGE
101	A	.6849316
102	A	.6849316
201	A	.6849316
202	A	.6849316
7 12203	В	.6849316
2040	В	.6849316
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UNIT DESIGNATION	TYPE	PERCENTAGE
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UNIT DESIGNATION	TYPE	PERCENTAGE
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рн-8	TOTAL	1.0000000

### EXHIBIT F

### ARTICLES OF INCORPORATION

OF

### OCEANTREE CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Florida Corporation

the Secretary of State of the State of Florida, for the purpose of forming a ron-profit corporation in accordance with the laws of the State of Florida, the State of Florida, these Articles of Incorporation, as by law provided. As used herein, terms defined in the Declaration of Condominium for OCEANDREE CONDOMINIUM shall mean the same herein.

### ARTICLE I

### Name

The name of the corporation shall be OCEANTREE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

### ARTICLE II

### PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes, commonly known as The Condominium Act, a condominium will be created upon certain lands in Palm Beach County, Florida, to be known as: OCEANTREE CONDOMINIUM (the "Condominium") according to the Declaration of Condominium (the "Declaration") to be recorded in the Public Records of Palm Beach County Florida. This corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the Condominium and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws, these Articles of Incorporation and the aforementioned Declaration of Condominium, and further to exercise all powers granted to a condominium association under The Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this corporation's capacity as a condominium association.

# ARTICLE III

### POWERS

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

Section 1. The Corporation shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, and in addition, all the powers conferred by The Condominium Act upon a condominium association, and in addition, all of the powers set forth in the Declaration which are not in conflict with law.

Section 2. The Corporation shall have all of the powers reasonably necessary to implement the powers of the Corporation, including but not limited to the following:

(1) To operate and manage the Condominium and Condominium Property in accordance with the purpose and intent contained in the Declaration.

(2) To make and collect assessments against members to defray the costs of the Condominium and to refund Common Surplus to members.

(3) To use the proceeds of assessments in the

exercise of its powers and duties.

(4) To maintain, repair, replace and operate

the Condominium Property.

(5) To reconstruct improvements upon the Con-Property after casualty and to further improve the Property. To make and amend regulations respecting the (6) use of the Property in the Condominium.

(7) To approve or disapprove the proposed pur-IssSees and mortgagees of apartments if required by the

chaserk Declaration. (8) To enforce by legal means the provisions of

the Condominium documents, these Articles, the By-Laws of the Corporation and the regulations for the use of the Property in the Condominium. To contract for the management of the Condo-(9) minium and to delegate to such contractor all powers and duties of the Corporation except such as are specifically required by the Condominium documents to have approval of the Board of Directors or the membership of the Corporation,

All funds and title to all properties acquired by the Corporation and the proceeds thereof shall be held only for the Section 3. benefit of the members in accordance with the provisions of the Condominium documents.

The powers of the Corporation shall be subject to and be exercised in accordance with the provisions of the Declaration which governs the use of the Condominium Property.

> RTICLE IV Members

Section 1. All unit owners In the Condominium shall automatically be members of the association, and their membership shall automatically terminate when they are no longer owners of a Unit. If a member should sell his Unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Each Unit owner is entitled to one vote Section 2. for each Unit owned by him. A Corporation or any individual owning more than one Unit may designate a (toting agent for owning more than one unit may design to the peclaration. each Unit which he owns, as set forth in the peclaration.

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

### ARTICLE V

### Existence

This corporation shall have perpetual existence.

### ARTICLE VI

### Subscribers

The names and addresses of the subscribers hereto are as follows:

Name

Peter Van Andel

Sherry Lefkowitz

Marilyn Bishock

### Address

First National Bank Building Palm Beach, Florida 33480

First National Bank Building Palm Beach, Florida 33480

First National Bank Building Palm Beach, Florida 33480

### ARTICLE VII

### Directors

Section 1. O The affairs and property of this Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) directors. The first Board of Directors shall have four (4) members, and the number of directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at a regular, annual meeting of the membership of the Corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one (1) year. The event of a vacancy, the elected directors may appoint an additional director to serve the balance of the term.

Section 3. The Deveroper, its grantees, successors or assigns, shall have the right for the periods of time hereinafter provided to appoint or direct that there be elected Directors of the Condominium Association as follows:

- (1) Until such time that the Developer shall have sold and closed the sale of at least fifteen (15%) percent of the Condominium Units in the Condominium to persons other than a successor developer, the Developer may appoint or direct that there be elected all members of the Board of Directors.
- (2) When Unit owners other than the Developer or successor developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association, the unit owners other than Developer shall be entitled to elect two (2) additional Directors to serve with the other four (4) members of the Board of Directors.
- (3) Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board when the first of the following shall occur.
  - a. Three (3) years after sales by the Developer have been closed of fifty (50%) percent of the Units that will be operated ultimately by the Association; or
  - b. Three (3) months after sales have been closed by the Developer of ninety (90%) percent of the Units that will be operated ultimately by the Association; or
  - c. When all of the Units that will be operated ultimately by the Association have been completed, some of them sold, and none of the others are being offered for sale by the Developer in the ordinary course of business.

So long as the Developer holds for sale in the ordinary course of business any units in the Condominium, the Developer shall be entitled to elect not less than one (1) member of the Board.

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712 PAGE 69

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Within sixty (60) days after Unit owners other than the Developer or a successor developer are entitled to elect or appoint a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit owners for this purpose.

The Developer may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.

An employee or agent of an employee of a Section 6. An employee or agent of an employee of the business entity owner, such as Developer, shall be eligible business entity owner, such as Developer, The directors to serve as a Director of the Association. The directors herein named shall serve until the first election of directors and any vacancies in their number occurring before the first election shall spe filled by the remaining directors.

Section All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as established by the By-Laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable, consistent with the corporate by Daws. The President shall be elected from among the Board of Directors; but no other officer need be a director.

Section 8. The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected at the first regular meeting of the members subcessors are ject to the provisions for continued directoral service as contained in Article VI: in Article VI:

Name

Donald S. Condon

William Donald Parr

James Frost

Address

3400 North Ocean Drive Singer Island, Florida

33404

146 North Ocean Drive Singer Island, Florida 33404

1400 North Ocean Drive Singer Island, Florida 33404

### ARTICLE VIII

### Officers

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and titles of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

Name

Title

William Donald Parr

President

James Frost

Vice President

William Donald Parr

Treasurer

Donald S. Condon

Secretary

Peter Van Andel

Assistant Secretary

### ARTICLE IX

### Removal of Officers and Directors

Any officer may be removed prior to the expiration of his term of office in the manner provided hereinafter, or in such manner as provided in the By-Laws. Any officer may also be removed for cause by a two-thirds (2/3) vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of this corporation may be removed with or without cause, and for any reason, upon a petition in writing of a majority of the members of this corporation approved at a meeting of members called at least in part for the purpose, by a meeting of members called at least in part for the purpose, by a two-thirds (2/3) yote of the membership. The petition calling for the removal of such Officer and/or Director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting the Officer and/or Director whose removal is sought shall be given the opportunity to be hearth.

### ARTICLE X

by-Laws

The By-Laws of the Corporation shall be adopted by the first Board of Directors and attached to the Declaration. Said By-Laws may be altered, amended, or rescinded only at duly called meetings of the members, in the manner provided by the By-Laws.

ARTICLE XID

Section 1. A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles of interporation, so long as the proposals do not conflict with the Condominium Act or the Declaration of Condominium. Such proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majority of the members and shall be delivered to the President of the Association who shall shall be delivered to the President of the Massociation who shall thereupon call a Special Meeting of the members of the Corporation not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. Am affirmative vote of seventy-five percent (75%) of the Board of Directors, and an affirmative vote of seventy-five percent (75%) of all available votes of members of the Corporation shall be required for the adoption of the proposed alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice of proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Said waiver may occur before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

### ARTICLE XII

## Indemnification of Officers and Directors

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeawherein the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the corporation. Such approval shall be made by a majority vote of a quorum consisting of Directors who were not parties to such intereding. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

# ARTICLE XIII

# Transactions in Which Directors or Officers are Interested

Section 1. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, or Officers are Directors or Officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such surpose. No Director or Officer of the Association shall industriability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

### ARTICLE XIV

### Address of Registered Office

The street address of the registered office of this Corporation in the State of Florida shall be 255 South County Road, Palm Beach, Florida, 33480. The name of the initial registered agent at this address shall be Peter Van Andel. The Board of Directors may from time to time move the registered office to any other address in Florida.

Signed, sealed and delivered in the presence of: (SEAL) SEAL) Quear M STATE OF FLORIDA COUNTY OF PALM BEACH me, the undersigned authority beter Van Andel, Sherry Lefkowitz, and Marilyn Bishock, to me known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. WITNESS my hand and official seal at Palm Beach, Florida, this 5th day of \_\_\_\_\_\_, 1977. State of Florida at large

DC-73

My Commission Expires:

Liofaly Public, State of Florida at Large Mycommission expires July 13, 1980

#### EXHIBIT G

BY-LAWS

of

OCEANTREE CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Florida Corporation

#### ARTICLE I

#### GENERAL

Section 1. The Name: The name of the corporation shall be OCEANTRED CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

Section 2 The Principal Office: The principal office of the corporation shall be at 3400 North Ocean Drive, Singer Island, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept at the principal office.

Section 3. <u>Definitions</u>: As used herein, terms defined in the Declaration of Condominium for OCEANTREE CONDOMINIUM, hereinafter referred to as the "Condominium" shall mean the same herein.

#### ARTICLE II

#### DI RECTORS

Section 1. Powers: The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Condominium to which these By-Laws are attached. The powers of the Board of Directors shall include but not be limited to all those powers as set forth in Article V of these By-Laws.

Section 2. Number and Term: The author of directors which shall constitute the whole board shall be not less than three (3) nor more than nine (9). Except for the initial Directors designated in the Articles of Incorporation and any offer Directors elected or appointed by the Developer, a director shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified. The first Board of Directors shall have four (4) members. An employee or agent of an employee of a business entity owner, such as the Developer, shall be eligible to merve as a director of the Association.

Section 3. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. Recall and Removal: Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting members. A special meeting of the voting members to recall a Director or Directors may be called

by ten percent (10%) of the voting members giving notice of the meeting as required in Article VII of these By-Laws, and the notice shall state the purpose of the meeting. No director shall continue to serve on the Board if, during his term of office, his membership in the Corporation is terminated for any reason whatsoever.

Section 5. First Board of Directors: The first Board of Directors designated in the Articles shall hold office and exercise all the powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any or all desaid directors shall be subject to replacement in the event of resignation or death as above provided.

Compensation: Neither directors nor officers shall Section 6. receive compensation for their services as such.

### Section Meetings:

- The first meeting of each board newly elected by the voting members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same. mediately after the adjournment of same;
- (b) Special meetings shall be held whenever called by the President or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail or telegram to each Director at least three (3) days before the mate of such meeting, but the Director may waive notice of the calling of the meeting.
- (c) Meetings of the Board of Directors shall be open to all Unit owners. Adequate notice of all meetings of the Board of Directors shall be posted conspiciously on the condominium property at least forty aight (48) hours in advance, except in an emergency.
- (d) A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- Roll call and quorum determination;
- Reading of minutes of last meeting; Consideration of communications;

Resignations and elections;

- Reports of officers and employees;
- Reports of committees; Unfinished business;
- Original resolutions and new business; Я.

Adjournment.

Section 9. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the Corporation, including a report of the operating expenses of the Corporation and the assessments paid by each member.

#### ARTICLE III

#### EXECUTIVE COMMITTEE

Section 1. Executive Committee: The Board of Directors may, by resolution, appoint an Executive Committee of two (2) or more members, the serve during the pleasure of the Board, to consist of such Directors as the Board may from time to time designate. The Chairman of the Executive Committee shall be designated by the Board of Directors,O

Section Procedure: The Executive Committee, by a vote of a majority of its members, shall fix its own times and places of meeting, shall determine the number of its members constituting a quorum for the transaction of business, and shall prescribe its own rules of procedure, no change in which shall be made save by a majority vote of its members.

Section 3. Powers: During the intervals between the meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board in the management and direction of the business and affairs of the corporation.

#### ARTICLE IV

#### OFFICERS

Section 1. Executive officers: The executive officers of the Corporation shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. The President shall be a director ex officio, unless elected to the Board. In the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such auties as from time to time may be prescribed by said Board may be prescribed by said Board.

Tenure of Officers; Removal All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer. Section 3.

#### The President: Section 4.

- (a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; the seal when affixed shall be attested by the signature of the Secretary;
- (b) He shall have general superintendance and direction of all the other officers of the Corporation, and shall see that their duties are performed properly;
- (c) He shall submit a report of the operation of the Corporation for the fiscal year to the Directors whenever

called for by them, and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice;

- (d) He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.
- Section 5. The Vice-President: The Vice-President shall be vested with all powers and required to perform all duties of the President in his absence; and such other duties as may be prescribed by the Board Of Directors.

#### Section 6. She Secretary:

- (a) The Secretary shall keep the minutes of the voting members' and of the Board of Directors' meetings in one or more books provided for that purpose; said minute books shall be available for inspection by Unit owners, or their authorized representatives and Directors at any reasonable time; said minutes shall be etained for a period of not less than seven (7) years;
- (b) He shall see that all notices are duly given in accordance with the previsions of these By-Laws or as required by law;
- (c) He shall be restodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provincions of these By-Laws;
- (d) He shall keep a regreter of the Post Office address of each Unit owner, which shall be furnished to the Secretary by each Unit owner;
- (e) In general, he shall parform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- (f) The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

#### Section 7. The Treasurer:

- (a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.
- (b) He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements,
  and shall render to the President and Directors, at regular meetings of the Board, or whenever they may require it, an account of
  all his transactions as Treasurer and of the financial condition
  of the Corporation;
- (c) He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, all books, papers, vouchers,

money or other property of whatever kind in his possession belonging to the Corporation.

(d) The Assistant Treasurer shall perform all the duties of the Treasurer when the Treasurer is absent.

Section 8. Vacancies: If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor of successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section Resignations: Any Director or other officer may resign his office) at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE V

### POWERS AND DUTIES OF THE CORPORATION

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

- (1) All of the powers specifically provided for in the Declaration and the Condomin Fundact.
  - (2) The power to levy and collect assessments.
  - (3) The power to levy and object special assessments.
- (4) The power to expend monies collected for the purpose of paying the Common Expenses of the Corporation.
- (5) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements and Amenities.
- (6) The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration.
- (7) The power to employ the personnel required for the operation of the Common Elements and Amenities.
- (8) The power to pay utility bills for utilities serving the Common Elements and Amenities.
- (9) The power to contract for the management of the Condominium and to delegate to its contractor as manager, all of the powers and duties of the Corporation, except those things which must be approved by members.

- (10) The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.
- (11) The power to improve the Condominium Property subject to the limitations of the Declaration.
- \$12) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the corporation.

The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the Condominium documents.

- (14) The power to pay all taxes and assessments which are liens against the Common Elements and Amenities.
- (15) The power to deal with and approve or disapprove of all conveyances on leases of Condominium parcels as provided for under the terms of the Declaration.
- (16) The power to select depositories for the Corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these By-Laws.
- (17) The power to passess, enjoy and exercise all powers necessary to implement, enterce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.
- (18) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature on kind, to provide for the maintenance, operation, repair and upreep of the Condominium Property and Amenities.

Nothing in this subparagraph or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any Condominium Unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the Condominium.

- (19) The power to establish the office of additional officers of this Corporation and to appoint all officers.
- (20) The power to propose and adopt the budget for the Condominium.

#### ARTICLE VI

#### MEMBERSHIP

Section 1. <u>Definition</u>: Voting membership in the Association shall be limited to owners of residential Units in the Condominium.

Section 2. Transfer of Membership and Ownership: Membership in the Corporation may be transferred only as an incident to the transfer of the transferor's Condominium parcel, and his undivided interest in the Common Elements and Limited Common Elements of the Condominium, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium.

section 3. Joint Ownership: Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Corporation, and the vote may not be divided between plural owners. The plural owners must file a certificate authorizing a voting member in accordance with Article VII, Section 7 of these By-Laws.

#### ARTICLE VII

#### MEETINGS OF MEMBERSHIP

Section 1. Alara: All meetings of the Association membership shall be held at the office of the Corporation or such other place as may be stated in the notice.

### Section 2. Annua Meeting:

- (a) The first angual meeting of the members shall be held within one year from the date of recording of the Declaration of Condominium in the Public Records of Palm Beach County, Florida, and cash subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If same be rescheduled, the Directors elected at the first annual meeting and the officers elected as a result of the Directors' meeting will hold office until the annual meeting is held.
- (b) At the annual meeting the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.
- (c) Written notice of the annual meeting shall be given to each Unit owner and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. The notice of the annual meeting shall be sent by mail to each Unit owner
- Section 3. Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by Units, with residents of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Corporation, and shall be open to examination by any member throughout such time.

#### Section 4. Special Meetings:

(a) Special Meetings of the members, for any purpose or

purposes, unless otherwise prescribed by law, the Declaration of Condominium, or the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one third (1/3) of the voting members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote there at, at such address appears on the books of the Corporation, at least five (5) days before such meeting.

Business transacted at all Special Meetings shall be confined to the objects stated in the notice thereof.

may take action by written agreement without meetings, if allowed by law, the Declaration of Condominium, and the Articles of Incorporation

Section 5. Auchum: A majority of the total number of voting members of the Corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote there at, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Fransact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote; Joint Ownership; Proxies: Each Unit owner shall be entitled to one (1) Vote for each Unit owned by him. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation (other than Developer, its successors and assigns) owns a Unit, they shall file a certificate with the Secretary naming the person authorized to cast votes for said Unit. If same is not on file, the vote of such owner shall not be considered in determining whether the quorum requirement has been met. Provided, however, if a Unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless, prior to such meeting, either spouse has notified the Secretary in writing that there is disagreement as to who shall represent the Unit at the meeting, in which case the certificate requirements set forth above shall apply.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action at such meeting it such meeting were held shall have consented in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, P be:

P. Delection of Chairman Roll call and Quorum

Roll call and Quorum Determination Proof of Notice of Meeting or Waiver of Notice

4. Reading of Minutes of Prior Meeting
5. Officers' Reports
6. Committee Reports

Elections

Unkinished Business New Business 8

Adjoughment

Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and the By-Laws of the Corporation or with the Statutes of the State of Florida.

### ERTICLE VIII

NOTICES

Except where expressly provided to Section 1. Definition: the contrary, whenever under the provisions of law, the Declarathe contrary, whenever under the provisions of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by regular main by depositing the same in a post office or letter box in a postunid, sealed envelope, addressed as appears on the books of the Corporation.

Section 2. Service of Notice - Warver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated herein,

shall be deemed the equivalent thereof.

Section 3. Address: The address for hotice to the Corporation is OCEANTREE CONDOMINIUM ASSOCIATION, INC., 3400 Worth Ocean Drive, Singer Island, Florida.

#### ARTICLE IX

#### FINANCES

Section 1. Fiscal Year: The fiscal year of the Association shall be the calendar year, commencing January 1 of each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Checks: All checks or demands for money and notes of the Corporation shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Depositories: The funds of the Corporation shall be deposited in a bank or banks in Palm Beach County, Florida, in an account for the Corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Pressurer, the President or the Vice President, or such other persons as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for orthorate purposes. If necessary, and demanded by mortgages, separate accounts shall be established to maintain and disburse escrow funds required by mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

Section 4. Inspections and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection at reasonable times by members, their authorized representatives, and all holders of first mortgages on Condominium Units. Said nothers of mortgages shall have the right to receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

Section 5. Annual Statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Corporation.

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

Section 7. Fidelity Bonds Fridelity bonds may be required by the Board of Directors from all officers and employees of the Corporation and from any contractor handling or responsible for Corporation funds. The premiums for some bonds shall be paid by the Corporation.

#### Section 8. Assessments:

- (a) The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. Common Expenses include those expenses described in Paragraph 17 of the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.
- (b) Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium parcels in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium, as provided in the Declaration of Condominium and the Condominium Act. The Board of Directors shall not assign nor transfer the powers to make regular assessments.
- (c) Regular assessments shall be paid by the members on a monthly basis unless the Declaration provides otherwise or unless the membership shall approve a different period for payment, but in no event shall such payments be less frequent than quarterly.

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- (d) Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may allow its managing agent or manager to make special assessments in emergencies upon the happening of such unusual circumstances and upon such conditions as the Board may authorize.
- (e) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall transmit a statement of such assessment to each Condominium parcel owner. Assessments are payable at the office of the Corporation.
  - Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less Chan the sums required to meet the cash requirements of the condominium, in which event the Board of Directors may increase of decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all Unit owners.
  - (g) Assessments shall not include charges for utilities separately charged and metered to each apartment Unit, nor charges for such alterations, repairs, maintenance, improvements or decorating within the interior of any unit as are the obligation of the Dait owner and not the obligation of the Association. Providing, however, that the membership shall approve it, the Board of Directors may provide certain maintenance and repairs as would otherwise be the obligation of the individual Unit owners, by the unaptaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a Common Expense and assessed against the members as part of their monthly maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repair or maintenance undertaken by the Association which would otherwise be the individual Unit owners' responsibility.
  - (h) Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at ten (10) percent per annum until paid.
  - (i) In the event an assessment is not paid within fifteen (15) days of the date it is due and havable, the Corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each Condominium parcel owner shall be individually responsible for the payment of assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Corporation in the collection of sums due and the enforcement of any lien held by the Corporation.
  - (j) The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments may be delegated.
  - (k) All sums collected by the Association from assessments may be commingled in a single fund or divided into more

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than one fund, as determined by the Board of Directors of the Association. All assessment payments by a Unit owner shall be applied as provided herein and in the Declaration of Condominium.

#### Section 9. Budget:

(a) The Board of Directors is empowered to propose and adopt the budget for the Condominium.

- (b) A notice of meeting and a copy of a proposed annual budget of Common Expenses shall be mailed to the Unit owners less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting shall be open to the Unit owners. If a budget is adopted by the Board of Directors which requires assessments against the Unit owners in any fiscal year exceeding 115 percent of such assessments for the preceding year, a Special meeting of the Unit owners shall be held, if requested in writing by at least ten percent (10%) of the Unit owners, to consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. Such meeting shall be held not less than ten (10) days after written notice is given to each Unit owner, but not more than thirty (30) days after such meeting has been requested in writing. The revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than two thirds (2/3) of the total number of votes of all members. The board of Directors may in any event propose a budget to the Unit owners at a meeting of members or in writing, and if such budget or proposed budget is approved by the Unit owners at the meeting or by a majority of their whole number in writing, such budget thall not thereafter be reexamined by the Unit owners in the manner set forth above, nor shall the Board of Directors be recalled under the terms of this subsection.
- (c) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer of the Corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the Corporation and upon request the Secretary or Treasurer shall give a receipt for each payment made.
- (d) Regular assessments shall be made against Unit owners not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all the anticipated current Operating Expenses and for all of the unpaid Operating Expenses previously incurred.
- (e) The provisions of Florida Statute 718.112, in effect as of the date of adoption of these By-haws or as later amended, with regard to limitations on budget increase, special membership meetings for budget reconsideration, and the right to consider and adopt a budget at the annual membership meeting as an alternative, are hereby adopted. In determination of the percent of increase of the Annual Budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the Condominium Property shall be excluded from the computation.
- (f) As long as Developer is in control of the Association, the Association shall not impose an assessment for any year greater

DC-85

than one hundred fifteen percent (115%) of the prior fiscal year's assessment without approval by a majority of all voting members.

#### ARTICLE X

#### CORPORATE SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-North C. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

#### ARTICLE XI

#### DEFAULT

In the event a Unit owner does not pay any sums, charges or assessments required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided therefore.

If the Corporation becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due t for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage flees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Unit.

In the event of violation of the provisions of the Declaration, Articles of Incorporation of Declaration, Articles of Incorporation of Declaration, as the same are or may hereafter be constituted, for thirty 30) days after notice from the Association to the Unit owner to correct said breach or violation, the Association, on its own behalf or and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy, as it or they may deem appropriate. A mortgage cas such term is defined in the Declaration of Condominium) of a Unit shall be entitled to written notice from the Association of any default by the mortgagor of such Unit under the Condominium documents which is not cured within thirty (30) days.

In the event such legal action contemplated by this Article is brought against a Unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

Each Unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of the Units to give to the Corporation a method and procedure which will enable it at all times to operate on a business-like

basis, to collect those monies due and owing it from the owners of Units, and to preserve each Unit owner's right to enjoy his Unit, free from unreasonable restraint and nuisance.

#### ARTICLE XII

#### AMENDMENT OF BY-LAWS

any duly called meeting of the voting members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all voting members, in person or by proxy. It shall be necessary that there be an affirmative vote of proxy. It shall be necessary that there be an affirmative vote of an affirmative vote of a majority of the Board of Directors, in order to amend these By-Laws and amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any mortgagee.

No By-Law shall be revised or amended by reference to its title or number only proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hypaens. If the proposed change is so extensive lined through with hypaens. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use understanding and hyphens as indicators of words added or deleted, but a nolining and hyphens as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law present text."

Nonmaterial errors of omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

# SPECIAL RIGHTS OF THE DEVELOPER TO APPOINT MEMBERS OF THE BOARD OF DIRECTORS

artiòle XI

Section 1. The Developer, its graptees, successors or assigns, shall have the right for the periods of time hereinafter provided to appoint or direct that there be elected Directors of the Condominium Association as follows:

- (1) Until such time that the Developer shall have sold and closed the sale of at least fifteen (15%) percent of the Condominium Units in the Condominium to persons other than a successor developer, the Developer may appoint or direct that there be elected all members of the Board of Directors.
- (2) When Unit owners other than the Developer or successor developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit owners other than Developer shall be entitled to elect two (2) additional directors to serve with the other four members of the Board of Directors.
- (3) Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board when the first of the following shall occur:
  - PALM OFF 2712 PAGE 87

a. Three (3) years after sales by the Developer have been closed of fifty percent (50%) of the Units that will be operated ultimately by the Association; or

b. Three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units that will be operated ultimately by the Association; or

When all of the Units that will be operated ultimately by the Association have been completed, some of them sold, and hone of the others are being offered for sale by the Developer in the ordinary course of business.

long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium, the Neveloper shall be entitled to elect not less than one (1) member of the sound.

Section 2. Within sixty (60) days after Unit Owners other than the Developer or a successor developer are entitled to elect or appoint a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit owners for this purpose.

Section 3. The Developer may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.

Section 4. This Artiole XIII shall not be modified or amended without the consent of the peveloper or, in the appropriate case, a successor developer, so long as the Developer or successor developer shall in accordance with the beings of this Article XIII have the right to appoint or cause to be elected any Directors.

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the bootext so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

These By-Laws and the Articles of Inesporation of the Corporation shall be construed in the event of any ambiguity consistent with the provisions of the Declaration of Condominium

The foregoing were adopted as the By-Laws of:

OCEANTREE CONDOMINIUM ASSOCIATION, INC.

a corporation not-for-profit, under the laws of the State of Florida, at a meeting of the members of said Corporation duly noticed, at which all members were present, by the unanimous vote of the members on the 15th day of April, 1977. Secretary Couling

Approved: WARAMIN

President

#### EXHIBIT H

LEGAL DESCRIPTION OF PHASE II PARCEL

Commencing at the Northwest corner of said Parcel "A", being a concrete monument designated as "PRM" on said Plat of Johnson Track) thence N 89°58'45" E along the North line of said Parcel "A" a distance of 298.00 feet to the POINT OF BEGINNING;

thence continue N 69058'45" E along the North line of said Parcel A" a distance of 310.00 feet.

thence S 1038'42 Wa distance of 174.18 feet;

thence West a distance of 305.00 feet;

thence North a distance Of 174.00 feet to the POINT OF BEGINNING.

Subject to an Easement for ingress and egress over the North 7.5 feet thereof.

block Circuit Cons Degw Descy Conver Becord Acution Becord Acution

ĆΦ  $\Box$ 

-:-3 Gary N. Gerson, Esquire Nason, Gildan, Yeager & Lubin, P.A. P. O. Box 3704 West Palm Beach, Florida 33402

#### CERTIFICATE

THIS IS TO CERTIFY THAT:

The attached writing marked EXHIBIT A is a true copy of a Resolution duly adopted by a majority vote of the Board of Directors of OCEANTREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, at a meeting held on January 27, Aution amends the Declaration of Condominium of 1979. Said Res OCEAN TREE CONDOMINIUM, as recorded in Official Record Book 2712 at Page 1 of the public records of Palm Beach County, Florida, by amending the By-Laws of OCEANTREE CONDOMINIUM ASSOCIATION, INC., whose By-Laws are attached as Exhibit "G" to the aforesaid Declaration of Condominium.

The adoption of the resultion described above appears upon the minutes of SCHANTREE CONDOMINIUM ASSOCIATION, INC. and is unrevoked.

EXECUTED at West Palm Beach, OFlorida, this 13th day

1978

OCEANTREE CONDOMINIUM ASSOCIATION, INC.

ATTEST:

10.61

PALM OFF 3008 PAGE 856

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared and Janet M. Killian President and Secretary, respectively, of OCEANTREE CONDOMINIUM ASSOCIATION INC., a Florida corporation not for profit, in and who executed the foregoing instrument, and acknowledged before me that those persons executed the foregoing instrument in the name of and on behalf of that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officers those persons are duly authorized by that corporation to do so, and that the foregoing instrument is the certificate of that corporation. WITNESS my hand and official seal in the county and

1979. state last aforesaid this (13th day of February

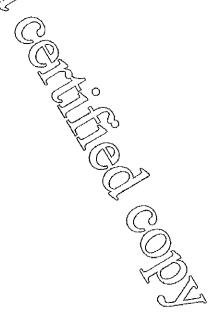
A DURIC STATE OF FLORIDA AS

RESOLVED that the By-Laws of OCEANTREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, be amended as follows:

Amend Article VII, Section 2(a), to read as follows:

"Seotion 2. Annual Meeting:

(a) The first annual meeting of the members shall be held within one year from the date of recording of the Declaration of Condominium in the Public Records of Palm Beach County, Florida, and each subsequent regular annual meeting of the members shall be held on the third (3rd) Saturday in Pescuary, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If same be rescheduled, the directors elected at the first annual meeting and the afficers elected as a result of the Directors' meeting will hold office until the annual meeting is held."



PALM OFF 3008 PAGE 858

Record Verilied Poim Beach County, Fig. John B., Dunkla Clork Gircull Court This is to certify that:

a true copy of The attached writing is "G" of the Declaration Resolution lamending Exhibit Condomination of OCEAN TREE CONDOMINIUM, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 2712, at page 1, of the public records of Palm Beach County, Florida, which Resolution was duly adopted by an affirmative vote of a majority of the Board of Directors of OCEAN TREE CONDOMINION ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at a meeting duly held on January 1980, and duly adopted by not less than a Seventy-Five (75%) (Rercent vote of the membership of the Association in attendance for by proxy at a scheduled meeting at which a quorum was present held on February 16, 1980, in accordance with the requirements of the Declaration Condominium for its amendment.

2. The adoption of the Resolution appears upon the minutes of the above-mentioned meetings, and is unrevoked.

this 3 day of MARCA, 1980

WITNESSES:

OCEAN TREE CONDOMINIUM
ASSOCIATION, INC.

16,60 the frage lika

BV:

Its President

ATTEST:

Secretary
REE (Corpobate Seal)

B3245

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared wolled H. Flowers, President, and,

ASSOCIATION, INC., a corporation not for profit under the laws of the State of Profida, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same in the name of, and on behalf of, that Corporation, affixing the corporate seal of that Corporation thereto, and that as such corporate officers those persons are duly authorized by the Corporation to do so, and that the foregoing instrument is the Certificate of that Corporation.

WITNESS my hand official seal in the County and State last aforesaid this day of March , 1980.

Notary Public - State of Florida

.. My Commispion Expires:

POWDED LIMIN CHINEVER INC. (INCHANGED TO A ACCOMMISSION OF THE WANTED TO A STATE OF THE COMMISSION OF THE COMISSION OF THE COMMISSION OF THE COMMISSION OF THE COMMISSION OF T

3245 P0399

This instrument prepared by:
Gary N. Gerson, Esq.
P.O. Box 3704
West Palm Beach, Fla. 33402

2

The first annual meeting of the members shall be neld within one (1) year from the date of recording of the Declaration of Condominium in the public records of Palm Beach County, Florida, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 8:00-P:-M: 10:00 A. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If same be rescheduled, the Directors elected at the first annual meeting and the officers elected as a result of the Directors' Meeting will hold office until the annual meeting is held."

3427A/de

B3245 P040

This instrument prepared by:

GARY N. GERSON, ESQUIRE Post Office Box 3704 West Palm Beach, Florida 33402 RECORD VERIFIED PALM BEACH COUNTY, FLA JOHN B. DUNKLE "CLERK CIRCUIT COURT This instrument prepared by:

Thomas J. Yeager, Esquire
NASON, GILDAN, YEAGER & GERSON, P. A.
2250 Palm Beach Lakes Boulevard
POSt Office Box 3704
West Palm Beach, Florida 33409

#### CERTIFICATE

THIS IS TO CERTIFY THAT:

1. The Writing attached as Exhibit A hereto is a true copy of a Resolution amending the Declarations of Condominium which was recorded in Official Record Book 2712 at Page 1, Public Records of Beach County, Front da. Said Resolution was Palm by the Board of Directors of OCEANTREE CONDOMINIUM ASSOCIATION, INC., on Feb. 21, 1981 , and was duly adopted by the affirmative vote of at least three quarters (3/4) of the owners of in (sa)d Condomi ni um Dwellings held at Oceantree Condominium in accordance requirements of the Declarations of Condominium and Chapter 718, Florida Statutes.

2. The adoption of the Resolution appears upon the minutes of OCEANTREE CONDOMINIUM ASSOCIATION, INC. and is unrevoked.

EXECUTED at West Palm Beach, Florida, this 17th day of april, 1981.

WITNESSES:

Janet W. Still

Maurean Sapp

OCEANTREE CONDOMINIUM ASSOCIATION, INC.

Its President

Janet W. Still

Maureen Sapp

ATTEST:

Affect M. Thenstor Secretary

10000 A 10000

s a thir god A Garson, P.A.

Return To: 1155 Nd, Gildan, Yeagar, & Gerson, P.A. 1157 Town 2004

114), 7 m 3/04 V. . Naim Basch, FL 33402

STATE OF FLORIDA
COUNTY OF PALM BEACH

HEREBY CERTIFY that on this day before me, an officer acknowledgments, guanified take duly to and ALFRED M. EHRENCLOU ELMER F. SIPE Recretary, respectively, of OCEANTREE CONDOMINIUM President (a) INC., a Florida non-profit corporation in and who executed the foregoing instrument, and acknowledged before me that those persons executed the foregoing instrument in the name of and on behalf of that corporation, affixing the corporate seal of that corporation (Thereto; that as such corporate officers those persons are duly authorized by that corporation to do so; and that the foregoing instrument is the certificate of that corporation.

WITNESS my hand and afficial seal in the County and State last aforesaid this the day of april, 1981.

Notary Public State of Florida

My Commission Expires:

2082B; gd

MOTARY PUBLIC STATE OF MEDIDA AT LARGE MY COMMISSION EXPLES OF A COMMISSION EXPLESS

EFF CFF RESOLVED that Articles 1.2, 2.1, 2.6, 2.16, 2.18 and Article II Section of the By-Laws, and the Declaration of Condominium of OCEANTREE CONDOMINIUM ASSOCIATION, INC., be, and they are hereby, amended as set forth on the attached writing.

## AMENDMENT OF THE DECLARATION OF CONDOMINIUM OF OFFICIARTEE CONDOMINIUM

1.2 The Land. The legal description of the Land, which is hereby being submitted to condominium ownership is, attached hereto as Exhibits "A" and "B" and incorporated herein by reference.

2.6 "Amenities"-means-the-band-and-improvements-thereon which-sayround-the-Condominium-property-and-which-band-is-more particularly-described-in-Exhibit-"B"-attached-hereto-and-made-a part-hereof-y-y-na-Beveloper-and-Association-are-equal-tenants in-common-coch-owning-an-undivided-50%-interest-in-the-Amenities.

"Amen'ties. Whenever the words amenity, amenities or Phase II are used herein, the same shall be construed to mean Common Elements as described in Section 2.6 hereof.

- 2.6 "Common (Rements" means the portions of the Condominium property (to include the tangible personal property required for the maintenance and operation of the Condominium property, including all property formerly known as the Amenities and Phase II), not included in the units
- 2.16 "Land" means the real property in Palm Beach County, Florida, which is being swintited to condominium ownership and is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference.
- 2.18 "Phase II" means-that-pares of-hand-adjacent to-the-Amenities-other-than-the-Condominital band-which-may-be served-by-the-Amenities-more-particularly-described-on-the-exhibits-attached-to-this-Beclaration.

whenever the words Phase II are used herein, the same shall be construed to mean Common Elements as described in Section 2.6 hereof.

13:2-The-title-to-the-real-property-comprising-The

Amenities-shall-be-held-by-the-Association-and-the-Beveloper-as

equal-tenants-in-common;-each-owning-an-undivided-fifty-(50%)

percent-interest-in-The-Amenities--The-Amenities-shall-be-subject

to-sli-the-encumbraneca;-restrictions;-reservations-and

easements-of-record;-and-in-particular-The-Amenities-shall-be

subject-to-the-following-restrictions:

-a)-The-Amenitias-shall-he-used-only-by-the-Unit-owners

of-the-Condominium-and-the-residents-of-Phase-II-and-by-the-bona-fide

guests-of-said-Unit-Guners-and-residents-subject-to-the-restrictions

rules;-reservations-and-easements-of-record;-the-various-restrictions

on-the-use-of-the-Amenities-found-herein-and-in-the-Articles-of-Incorp
oration;-By-taws;-and-Rules-and-Regulations-governing-the-Unit-owners

of-the-Condominium-and-the-use-of-the-Amenities-

Neither-the-Association-nor-the-Beveloper-shall-convey less-than-its-to be Pundivided-interest-in-the-Amenities,-except-as agreed-upon-in willing-by-the-Association-and-the-Beveloper-and-as provided-for-herein;

Amenities—to—include—but—not—limited—to—the—costs—of—maintenance,
repairs—improvements—taxes—and—insurance—shall—be—borne—by—the
Association—as—a—Common—taxons—of—the—Association—as—long—as—and
until—the—time—a—residential—dhit—in—Phase—II—is—first—occupied—
At—such—time—the—residents—Association—of—Phase—II—or—the—Reveloper
in—case—of—a—rental—building—shall assume—its—provata—share—of—the
costs—of—operating—the—Amenities (in—the—amount—equal—to—the—ratio
of—the—number—of—residential—Units in—Rhose—II—to—the—total
number—of—Units—in—both—the—Condomintum—and—Phase—II—combined—

d)--The-Association-shall-have the exclusive-right-and responsibility-to-manage-and-operate-the menities-as-long-as-and until-the-time-a-residential-Unit-in-Phase-ti-hs-first-secupied.

At-such-time-the-Association-and-the-Developery-ts-successors, assignees-or-granteesy-shall-have-equal-rights-in-he-management-and operation-of-the-Amenities-and-neither-the-Association-ner-the-Developer may-take-any-action-in-regard-to-the-managementy-operation-and-care of-the-Amenities-without-the-concurrence-of-the-other-record-title holder---In-the-event-the-Association-and-the-Developer-shall-be unable-to-agree-on-the-management-operation-and-care-of-the-Amenitiesy-the-dispute-shall-be-submitted-to-arbitration-in-accordance-with-the then-existing-rules-of-the-American-Arbitration-Association.

e}--The-Annociation-shall-enjoy-exclusive-use-of-the
Amenities-for-so-long-as-and-until-the-time-a-residential-Unit-in
Phase-ff-is-first-ossupicd---At-such-time-the-Association-and-the
Developer-its-successors-assigness-or-grantees-shall-have-equal
right-to-the-use-and-enjoyment-of-the-Amentics-

fir-As-long-as-either-the-Condominium-shall-exist-as-a
Condominium,-or-Phase-ii-shall-exist-as-either-a-rental,-condominium
or-cooperative,-the-Amenities-shall-only-be-used-by-and-for-the-benefit
of-the-respective-residential-Unit-owners-and-residential-tenants,
and-their-bona-fide-guests,-as-Amenities-

Condomination or Phase-II-shall-exist-as-either-a-rental, condominium or-cooperative neither-the-Association-nor-the-Developer, its successors-or assigns-may-partition-the-Amentics-without-written consent-of-alf-the-record-title-holders-and-any-attempt-to-partition the-Amenitics-without-such-consent-shall-be-null-and-void:

(1) (1) (1)



#### TRULBET B

LEGAL DESCRIPTION OF AMENITLES

Riviera much, Palm Beach, County, Florida, as recorded in Plat Book 2 213, Palm Beach County Public Records.

Sub (CI) an Easement for ingress and egress over the North 7.5 [con Apreof and a Florida Power and Light Easement over the West 15 [cet thereof and a 10 wide Easement for Florida Power (CD) ight as shown on Official Encord Book 2411, Page 850, Palm Beach County Public Records.

LESS (Boundary of Condenienium)

Being part of Parkell "A", Plat of Johnson Tract, City of Riviera Beach, Palm Beach County, Florida, as recorded in Plat Book 29, Page 213, Palm Beach County Public Records, and more particularly described as actions:

Commencing at the Northwest torner of said Parcel "A", being a concrete monument designated as "PRM" on said Plat of Johnson, Tract, thence S 0°41'40" W along the East Right-of-Way line of State Road 701 (AIA) a distance of ZII but tect;

thence East 61.50 feet to the MOINT OF BEGINNING;

thence continue East 19.00 feet (

thence North 8.00 feet; thence East .00 feet;

thence South 8.00 feet; thence East 58,50 feet;

thence North 17.50 feet; thence East (1.30 feet;

thence South 24.00 feet; thence East 87.58 Peet;

thonce North 3.00 feet; thence East 6.00 feet;

thence South 3.00 (eet; thence East 36.00 feet;

thence South 91.00 feet; thence West 131.50 feet;

thence South 20.00 feet; thence West 17.00 feet;

thence North 20.00 feet; thence West 111.00 feet; thence North 97.50 feet to the POINT OF BEXINNING

AND LESS (Boundary for Phase II Parcel)

Commencing at the Northwest corner of said Parcel "A", being a concrete monument designated as "PRM" on said Plat of Johnson Tract; thence N 89058'45" E along the North line of said Parcel "A" a distance of 298.00 feet to the POINT OF BEGINNING;

themes continue H R90 Hits to along the North line of Stid Parcel "A" a diets of 110.00 feet;

philips S 1 TH 42" Welf distance of 174.10 feet;

themes West a distance of 105.00 feet;

themes for the distance of 174.00 feet to the POINT OF BEST MESCRIPTION OF PHASE II PARCEL

Commoncing at the northwest corner of said Parcel "A", being a concrete monument resignated as "PRM" on said Plat of Johnson Tract; them a RPSh'45" B along the North line of said Parcel "A" a distance of Oht.00 feet to the Point Of BEGINHING:

thence continue N 89°58 %" 2 long the North line of said Parcel "A" a distance of 170.00 feet.

Thence S 1° in 42" W a distance of 171.18 feet;

thence West a distance of 105. We feet;

thence Borth a distance of 174.00 feet to the POINT OF DECIMING.

Subject to an Easement for ingress and esters over the "North 7.5 (cet thereof.

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

# AMENDMENT TO THE BY-LAWS OF OCEANTREE CONDONINIUM ASSOCIATION, INC.

## ARTICLE II DIRECTORS

recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting members. A special meeting of the voting members to recall a Director or Directors may be called by ten percent (10%) of the voting members giving motice of the meeting as required in Article VII of these By-Laws, and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Corporation is terminated for any reason whatsoever.

The unexecused absence or the absence without good cause of a Director from two consecutive regular meetings of the Board of Directors may cause the poard of Directors, upon a vote of the majority thereof, to declare as vacant the seat of said absent Director the same as if he retired, died, was disqualified or removed.

WHEREAS, the Declaration of Condominium for OCEANTREE has been duly recorded in the Public Records of Palm Beach County, Plorida in Official Records Book 2712 at Page 1; and,

WHEREAS, at a duly called and noticed meeting of the memberhaip of OCEANTREE CONDOMINIUM ASSOCIATION, INC., a Florida not-far-profit corporation, held on February 15, 1986, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment to the Declaration of Condominium as amended by the membership: 2

AMENDMENT TO ARTICLE 2, SECTION 2.7

anderlining indicates additions; 🎾 " indicates deletions)

2.7 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limbled to: the replacement of the Common Elements and Amenities and of the portions of Units to be maintained by the Association; taxes special assessments and insurance for the Common Elements and Amenities; other expenses declared to be Common Expenses herein and order the By-Laws; and any other valid charge against the Condominium as a whole, and/or the Amenities. Common Expenses may also include the cost of providing or contracting for the transmission of television signals to all units.

WITNESS my signature hereto this & day of \_\_\_\_\_\_, 1986, at North Palm Beach, Palm Beach County, Florida.

OCEANTREE CONDOMINIUM ASSOCIATION, INC.

5.60

(V)

00

Witness

STATE OF FLORIDA

)SS:

COUNTY OF PALM BEACH )

(SEAL)

I HEREBY CERTIFY that on this day before me personally appeared Donald Lenehan and Ruth Shoben , the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to methat the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at North Palm Beach, Palm Beach County, Florida, 10 day of March 1986.

RECORD VERIFIED PALM BEACH COUNTY, FLA. JOHN 8. DUNKLE **CLERK CIRCUIT: COURT** 

of Florida

NOTARY PUBLIC STATE OF FLORIDA

RETURN TO:

This instrument prepared by: STARON A. WEBER, ESO. BECKER, POLIAKOFF & STRENFELD, PA REFLECTIONS BUILDING

MULARY PUBLIC STATE OF FLORIDA'
BY COMMISSION BYTHES MAY 18 1987 LAW OFFICES ASSOCIATION BEFORE
BECKER, POLINGOLY & STRETTELL BY SERVERY BOYS BUILDING + 450 AUSTRALIAN AVENUES TELEPHONE (305) 655-5444 TELEPHONE (305) 655-5444.

#### RETURN TO:

SHARON A, WEBER, ESQ.
BECKER, FOLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 729
WEST PALM BEACH, FLORIDA 23401

APR-13-1988 12:48pm 88-096191
ORB 5634 Pp 92



CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR OCEANTREE CONDOMINIUM

WHEREAS, the Declaration of Condominium of OCEANTREE has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2712 at Page 1; and,

WHEREAS, at a duly called and noticed meeting of the membership of OCEANTREE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on February 20, 1988, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW THEREFORE, the undersigned hereby certify that the following amendment to the peclaration is a true and correct copy of the amendment to the Declaration of Condominium as amended by the membership:

AMENDMENT TO ARTICLE 18, SECTION 3
OF THE DECLARATION OF CONDOMINIUM
FOR OCEANTREE CONDOMINIUM

(additions indicated by inderlining; deletions indicated by "---")

18.3 Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the highest rate allowable by law. of 18th per amum. Assessments not paid when due shall be considered delinquent if not paid within fifteen (15) days beyond the due date and such unit shall then be deemed to incur a late charge in the amount of \$35.00. If the assessment remains unpaid for thirty (20), days beyond the due date, then interest shall accrue, in addition to the late charge, from the date when due until paid.

WITNESS my signature hereto this <u>Jand</u> day of Marca, 1988, at Riviera Beach, Palm Beach County, Florida.

AMUR Reyreger
Witness
Witness

OCEANTREE CONDOMINIUM ASSOCIATION, INC.

r. Herall Shoben

Attest: Analy J. Lenehan
Secretary

This instrument prepared by:
SHARON A. WEBER, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

1.

STATE OF FLORIDA

SS:

COUNTY OF PALM BEACH

appeared Gerald Shoben and Donald F. Lenehan, the President and Secretary, respectively, of the foregoing corporation known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

hated at Riviera Beach, Palm Beach County, Florida, this 22nd day of March , 1988.

Motary Public, State of Floridat Large

My Commission Expires:

Aug. 2, 1988

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

JUL-01-1992 11:57am 92-202865

This instrument prepared by:

LEE H. BURG, ESQ.

(1) Becker & Pollakoff, P.A.

450 Australian Avenue So., 7th Floor
West Palm Beach, FL 33481-5034

SPERS IN SECTION CONTINUES OF THE SECTION OF THE SE

ORB 7304 Ps 1883

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR OCEANTREE CONDOMINIUM

WHEREAS, the Declaration of Condominium for Oceantree Condominium has been duly recorded in the Public Records of Palm Beach County Florida, in Official Record Book 2712 at Page 1; and

WHEREAS, at a duly called and noticed meeting of the membership of Odeantree Condominium Association, Inc., a Florida not-for-profit corporation, held on February 18, 1989, the aforementioned pecharation of Condominium was amended pursuant to the provisions of and Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

AMENDMENT TO ARTICLE 25, SECTION 25.1 OF THE DECLARATION OF CONDOMINIUM OF OCCANOTREE CONDOMINIUM

(additions indicated by underlining; deletions indicated by "---")

25. AMENDMENT TO DECLARATION.

by resolution adopted at any regular or special meeting of the Unit owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five-percent-(75%) a majority of the total number of votes-to-which-the-Unit-owners-present-and-voting-shall-be entitled voting interests in this conceminium. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act.

Table and managem and and	(1244)
	OCEANTREE CONDOMINIUM ASSOCIATION,
P = P = P = P = P = P = P = P = P = P =	INC.
The S. Hardwick	By: Morres a figher
Withes	President
Asanos S Hardwick	Attest: Namaraf G. ( Tex)
Watness	Auf Secretary
1	1
U <sub>STATE OF FLORIDA</sub> :	

COUNTY OF PALM BEACH

								101
The	foregoing	instrument	was a	cknow	ledged b	efore me	this	10 -
day of	JUNE		1972,	by				
and	THULLARD	S. CollEN			as_	METINDE	ſ	
and 6	WISTONE SEE	Alt ITABU			respecti	vely, of	Oceant	rec
Condon	inium Ass	ociation	Inc.		Florida	a not-fo	r~prc	rit

corporation, on behalf of the corporation. They are personally known to me, or have produced <u>FD- Personal Coloniers</u> as identification and did take an oath.

2m Internet

(Signature)

Notary Public, State of Florida at Large

CERT # C(120420

HOTARY PUBLIC SHAFE OF PLEADARY MY COUNTSTON EEP JUNE VO. 1205 BORDED THRU GERERAL THS. U.S. U.S.

RECORD VERIFIED PALM BEACH COUNTY, FLA

CLERK CIRCUIT COURT

This instrument was prepared by: RESPAIL J. ESQUIRE, Becker & Poliakoff, P.A. 450 Australian Avenue South 7th Floor West Palm Beach, FL 33401-5034

(以ら-02-1994 2:11pm タ4-263370 以来 8370 Pg 488



## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR OCEANTREE CONDOMINIUM

WHERE the Declaration of Condominium for Oceantree Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2712 at Page 1; and

WHEREAS, at a duly called and noticed meeting of the membership of oceantree Condominium Association, Inc., a Florida not-for-profit corporation, held on May 26, 1994, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE the undersigned hereby certify that the following amendment to the Declaration and is a true and correct copy of the amendment as amended by the membership:

## OF CONDOMINION OF OCEANTREE CONDOMINIUM

(additions indicated by underlining; deletions indicated by "---")

- 1. Article 21, Use and Occupancy Restrictions, Subsection 21.1 b) is hereby amended to read as follows:
  - b) Whenever any Unit is owned by more than two persons, (husband and wife constitute one person) ("multiple owners"), by a corporation, partnership, or trust, or other entity (other-than-Developer), the respective agents of the aforementioned entities, i.e. multiple owner, president or chief executive officer, partnership or trustee, shall designate at closing one particular family which shall be entitled to use the Unit. Only the designated family, its servants and guests may use the Unit. In the event the entity or multiple owners owning the Unit wishes to designate another family as the family entitled to use the Unit, the Board of Directors of the Association must approve the occupancy of the Unit by the new family in the same manner as if the Unit was sold or transferred to the new family, and the provisions of Paragraph 20 shall govern the action taken by the Association. The family designated by the multiple owners, corporation, partnership, trust or other entity as the family which shall occupy the Unit shall execute a written covenant by the adult members of the family entitled to use said Unit in favor of the Association whereby the members of the family occupying the Unit agree to comply with the terms and provisions of the Declaration of Condominium and exhibits attached hereto, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgement that the use of the Unit or Units by the family shall continue only so long as the aforementioned multiple owners or entity shall continue to be a member of the Association. Upon demand by the Association to any of the Association, partnership, trust or other entity for a failure of such party using the Unit or Units to comply with

# ORB 8370 P3 489 OUROTHY H HILLEN CLERK OF THE COURT - P8 COUNTY, FL

the terms and conditions of this Declaration and the rules and regulations of the Association, the aforementioned Unit owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned owner fails to remove the party using the Unit or Units, the Association, as agent of the owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the Unit owner, and it shall reimburse the Association therefor, upon demand, for costs, together with such attorney's fees (including appellate attorney's fees), as the Association may incur in the removal.

WITHERS my signature hereto this 21 day of June Manger Island, Palm Beach County, Florida. OCEANTREE CONDOMINIUM ASSOCIATION, INC. Witness Judy President PRINT NAME) Attestr Secretary Witness ( Ontyy Jud¹ (PRINT NAME) STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this 21 of June by Murray J. Mudrick day of \_\_\_ , as President and Lawrence Seres , respectively, of Oceantree and Secretary , respectively, of Oceantree Condominium Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced in Personal knowledge as identification and did take at dath. (Signature) Richard W. Conway Notary Public, State of Figrida at Large OFFICIAL NOTARY SUAL RICHARD W CONWAY

1995

PARY PUBLIC STATE OF FICE SEMMISSION NO. CC126' \* TOMMISSION EXP. JUNE \*

CFN 20080105913
OR BK 22519 PG 0777
RECORDED 03/21/2008 08:09:07
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0777 - 778; (2pgs)

Lin Sommers

My Commission DD507804

Expires 03/21/2010

WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Para, Beach, Florida 33409
(56) 1515-0123

113510102.28C

# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF OCEANTREE CONDOMINIUM

<i>₩</i>
I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was
duly adopted as an Amendment to the Declaration of Condominium of Oceantree Condominium,
The original Protective Covenants are recorded in Official Records Book 2712, Page 1, of the Public
Records of Palm Beach County, Florida.
DATED this 34 day of March, 2008.
OCEANTREE CONDOMINIUM ASSOCIATION, INC.  By: Any Lygan President
Witness Secretary
(SEAL)
STATE OF FLORIDA ) COUNTY OF PALM BEACH)
BEFORE ME personally appeared LARRY GRIFFIN, the President and JOHN (GRIFFIN), Secretary of Oceantree Condominium Association, Inc., who produced as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Oceantree Condominium Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.
WITNESS my hand and official seal this 57% day of March, 2008.
7 An Lawy Eron
Notary Public, State of Florida at Large
My Commission Expires:

# AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF OCEANTREE CONDOMINIUM

The original Declaration of Condominium is recorded in Official Records Book 2712 at Page 1 of the Public Records of Palm Beach County, Florida.

vs used herein, words underlined are added and words hyphened through are deleted.

Article 14 of the aforesaid Declaration of Condominium shall be amended to read as follows:

Developer means SUTTON PLACE HOLDINGS, INC., a Delaware corporation, its successors and assigns, and whoever offers for sale Condominium Parcels created herein in the ordinary course of business, except the term shall not include the owners of units who have not acquired all the right, title and interest of SUTTON PLACE HOLDINGS INC. in the Condominium property. All references to the Developer are deleted, and all rights which still may be retained by the Developer are terminated, to the extent permitted by law.



WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 A) stralian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

113510103.24C

CFN 20080150721
OR BK 22589 PG 1060
RECORDED 04/22/2008 08:27:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1060 - 1061; (2pgs)

Lin Sommers

My Commission DD507804 Expires 03/21/2010

# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF OCEANTREE CONDOMINIUM

(1) P
I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was
duly adopted as an Amendment to the Declaration of Condominium of Oceantree Condominium.
The original Declaration of Condominium is recorded in Official Records Book 2712, Page 1, of the
Public Records of Palm Beach County, Florida.
DATED this 25th day of March, 2008.
OCEANTREE CONDOMINIUM
ASSOCIATION, INC.
J. A. Jan. Mail
Witness By: Any My Mines
Witness
Janonne Jansa Attest:
Wilness Secretary
(SEAL)
STATE OF FLORIDA ) COUNTY OF PALM BEACH)
DEFORE ME parsonally appeared   Orall Galler the President and
BEFORE ME personally appeared Larry Griffin . the President and John Uguccion, Secretary of Oceantree Condominium Association, Inc., who produced
as meninicanni of ale deisonally known to me to be the marriages
who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Oceantree Condominium Association, Inc. with due and
regular corporate authority, and that said instrument is the free act and deed of the Association.
WITNESS my hand and official seal this 25th day of March, 2008.
Notary Public, State of Florida at Large
My Commission Expires:
Notary Public State of Florida

(SEAL)

Each Dwelling Unit Owner agrees to install hurricane shutters, or hurricane impact glass which is in compliance with applicable building codes, on or for all glass doors and windows of, or appurtenant to, the owner's Dwelling Unit, the hurricane shutters and /or hurricane impact glass installed shall be consistent with the guidelines and specifications as may be made and amended from time to time by the Board of Directors, meet applicable building codes and have prior written approval of the Association. The cost of installing, maintaining, repairing, replacing and operating the hurricane shutters and/or hurricane impact glass (including without limitation, the frame, hardware and locking mechanisms thereof) shall be the responsibility of each Dwelling Unit Owner. All Dwelling Unit Owners must have installed or ordered hurricane shutters or hurricane impact glass by May 1, 2007.



WILL CALL BOX 165
This instrument prepared by
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Abstralian Avenue So, Suite 400
West Patri Beach, Florida 33409
(561) 615-0123

CFN 20090166989
OR BK 23237 PG 0051
RECORDED 05/19/2009 08:07:12
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0051 - 53; (3pgs)

# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF OCEANTREE CONDOMINIUM

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Declaration of Condominium of Oceantree Condominium The original Protective Sevenants are recorded in Official Records Book 2712, Page 1, of the Public Records of Palm Beach zenty, Florida DATED this OCEANTREE CONDOMINIUM (SEAL) STATE OF FLORIDA COUNTY OF PALM BEACH) BEFORE ME personally appeared Larry Griffin John Uguccioni, Secretary of Oceantree Condominium Association, Inc., who produced as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Oceantree Condominium Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association 2009 WITNESS my hand and official seal this : #

113510105 01C

Notary Public State of Florida Lin Sommers My Commission DD507804

Expires 03/21/2010

PUBL

otars Public State of Florida at Large

All additions to the existing Article are <u>underlined</u> and all deletions are struck through. Currently, Amendments # 1, 2 & 3 require 51% of the voting members to approve changes. Amendments 4 & 5 require 75% of the voting members to approve changes.

## Amendment # 1 refers to Article 20.2 of the Declaration:

The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or lessee, or as relates to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, lessee, or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth. Which application shall be completed and submitted to the Association along with and as an integral part of the Notice. A reasonable fee may be charged to the transferor of the unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matter associated with a transfer up to the maximum amount permitted by law.

\*\* This change basically allows the Association to charge the maximum fee allowed by law to the person seeking approval from the Association, either in a sale/purchase or a lease. Currently, the maximum charge is \$100.

## Amendment # 2 refers to Article 21.4 of the Declaration:

No animals or pets of any kind shall be kept in any Unit or on the Condominium Property except with the written consent of, and subject to, the rules and regulations adopted for keeping such pets by the Board of Directors of the Association. No animal shall be allowed to create or cause any disturbance or nuisance of any kind and if an animal or pet does cause or create a nuisance or an unreasonable disturbances, said animal or pet shall be permanently removed from the Condominium Property with three (3) days from the day the owner receives written notice from the Board of Directors of the Association. The owner of any pet or animal shall be liable for any and all damage caused by such animal or pet to any part of the Condominium Property, or any other property operated by the Association.

<sup>\*\*</sup> This change will just eliminate the language involving any optional approval and limit the amendment to say "No Pels".

### Amendment #3 refers to Article 29.2 of the Declaration:

The Association may impose fines against any Owner for any violation of the Declaration, the Articles of Incorporation, the By-Laws and Rules and Regulations, as amended from time to time; and/or violations of law.

Each and every violation shall be the responsibility of the Owner regardless of whether the offending party is the Owner or the Owner's tenant, family, agent, guest or invitee.

No fine shall be imposed against an Owner for a violation unless and until the offending party or parties has been given written notice of the violation and an opportunity to appear and be heard before a committee Members of this committee shall be owners who are not Board Members or related to Board Members.

The Association has the discretion to set the amount of the fine up to the maximum amount permitted by law.

The fine system may be invaked independently of or concurrently with any other remedy.

As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Declaration, Articles of Incorporation and By-Laws or under the law.

"This amendment is an addition to our Destaration that would allow the Association, under the guidance of Florida Statute to fine owners for repeatedly disregarding our Rules and or abusing the common areas. The fining amount allowed by law currently is \$100 with a maximum amount of \$1000 for continued violation of the same rule. The owner would be advised of the violation and given a reasonable amount of time to correct it or appeal the fine. A committee of non-Board Members would review the violation and interview, if requested by the offender, the violator to determine if they want to impose the fine. Currently, we have Rules and Regulations that are used as guidelines but have absolutely no way to enforce them if people choose to ignore our request to comply and can result in resentment and sometimes hostility from owners when approached about a violation. Additionally, we believe that this will signal owners to be oure that they instruct their guests and lessees of the rules to avoid violations by them which would ultimately become the responsibility of the owner.