

THIS INSTRUMENT PREPARED BY  
RECORD AND RETURN TO:  
HENRY B. HANDLER, ESQ.  
Weiss & Handler, P.A.  
1499 W. Palmetto Park Road  
Interstate Plaza, #320  
Boca Raton, FL 33432

DECLARATION OF CONDOMINIUM

OF

PINE CREST CONDOMINIUM, A CONDOMINIUM

SCHAAF & JOHNSON, INC., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on Sheet 2 of said Exhibit 1 together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (Chapter 718, Fla. Stat., et seq.) and does hereby file this Declaration of Condominium.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document.

1.3 THE LAND. The real property described on Sheet 1 of said Exhibit 1, is the Condominium Property contemplated to be subject to condominium ownership as provided for herein. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the exhibits attached hereto. The real property described on the other pages of said Exhibit 1, except for Sheet 2, are not being submitted to condominium ownership by this Declaration but rather are described in order to meet the requirements of 718.403, Fla. Stat. (1977) and may be added to this Condominium pursuant to the provisions of Paragraphs 2.2-2.4 hereof.

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise 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. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS.

2.1 SURVEY. On Sheets 1 through 16 of Exhibit 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the Condominium, identifying the Units, Common Elements and Limited Common Elements, and their respective locations and approximate dimensions. Page 18 of Exhibit 1 contains the Surveyor's Notes with respect to same.

2.2 PHASING. This Condominium is a phase condominium as provided for in 718.403, Fla. Stat. On Exhibit 1, Sheets 3 through 16, there are representations and descriptions of the land which may, at Sponsor's sole option, become part of the Condominium and upon which each phase is to be built. There are

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two types of units to be constructed in the Condominium, an end unit and an interior unit. Each unit is comprised of 1,174 square feet of air conditioned space, plus an additional 200 square feet for patio and storage space. The plans for these units appear on Sheet 17 of Exhibit 1.

The number of units to be included in each phase is as follows:

Phase 1	12 units	Phase 8	12 units
Phase 2	12 units	Phase 9	12 units
Phase 3	12 units	Phase 10	12 units
Phase 4	12 units	Phase 11	12 units
Phase 5	12 units	Phase 12	12 units
Phase 6	12 units	Phase 13	12 units
Phase 7	12 units	Phase 14	12 units
		Phase 15	12 units

2.3 AMENDMENT. No amendment, notwithstanding anything in the Declaration to the contrary, adding phases to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association or by any party other than the Sponsor. The form of such amendment is attached hereto as Exhibits 1a and 1a-1.

2.4 EFFECT OF PHASING. The general effect of phasing a condominium is the submission of a parcel of property to condominium ownership as the initial condominium phase and the addition(s) of subsequent parcels to condominium ownership with such subsequent parcels being part and parcel of the same condominium and governed by the same condominium association. It is not anticipated that the submission of additional phases to the Condominium will have significant impact upon the individual Unit Owner's rights except as set forth in this Declaration. The adding of a subsequent phase to this Condominium, thereby adding additional Units, will reduce the fraction of common elements attributable to each previously created Unit, as specifically set forth in Exhibit 1b. (See Paragraph 4.2 hereof). The adding of a subsequent phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner. Provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phase so added. If Sponsor decides not to add any or all of the additional phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association. No time shares may be created with respect to Units in any phase.

The phases of the Condominium will be completed by the following schedule. (The date by which a particular unit must be completed will be set forth in Paragraph 4 of an executed purchase and sale agreement):

<u>Phase</u>	<u>Completion Date</u>
1	December 31, 1990
2	December 31, 1990
3	December 31, 1990
4	December 31, 1990
5	December 31, 1990
6	December 31, 1990
7	December 31, 1990
8	December 31, 1990
9	December 31, 1990
10	December 31, 1990
11	December 31, 1990

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<u>Phase</u>	<u>Completion Date</u>
12	December 31, 1990
13	December 31, 1990
14	December 31, 1990
15	December 31, 1990

2.5 PHASING RECREATION. There are recreation areas and facilities to be owned as Common Elements by all Unit Owners in this Condominium as follows:

The proposed recreational facilities to be located on the common elements of the Condominium are as follows:

a. Pool Auxiliary Building will contain an interior of approximately 1500 square feet and will contain the following rooms or areas:

1. One men's restroom and one women's restroom, each containing approximately 23 square feet and each will be designed to accommodate one (1) person, and will be equipped with one (1) toilet, one (1) lavatory, one (1) mirror, and one (1) medicine cabinet.

2. A recreation room and kitchen area containing approximately 618 square feet and will contain one (1) sink and one (1) refrigerator.

3. Open Patio area containing approximately 1,000 square feet.

4. One outside men's restroom containing approximately 210 square feet and will be designed to accommodate two (2) persons. It will be equipped with one (1) toilet, one (1) urinal, two (2) lavatories and one (1) mirror. Additionally, the restroom will contain a shower and changing area.

5. One outside women's restroom containing approximately 210 square feet and will be designed to accommodate three (3) persons. It will be equipped with three (3) toilets, two (2) lavatories and one (1) mirror. Additionally, the restroom will contain three (3) showers and a changing area.

b. Swimming Pool will be a commercial grade, unheated swimming pool measuring approximately 800 square feet. The pool will be surrounded by the above cited open patio area and will vary in depth from 3 to 6 feet. The surrounding patio will be concrete and will have a fence, hedge or other approved barrier around the perimeter, as required by law, and will be designed to accommodate thirty (30) people.

c. Two (2) tennis courts, each measuring approximately 120 x 120 feet. The tennis court area will contain approximately 140,000 square feet. The tennis courts will be screened and will have a fence, hedge or other approved barrier around the perimeter. A rest area, measuring approximately 8 x 12 feet shall also be provided within the said fenced area.

d. Personal Property, consisting of approximately thirty (30) lounge chairs, six (6) tables each with four (4) chairs and one (1) umbrella and twenty-four (24) folding chairs will be provided by the Sponsor in the pool auxiliary building and around the swimming pool in an amount which will be valued no less than \$5,000.00. The cost and expense of maintaining and operating the Recreational Facilities shall be a common expense included in the assessments charged to the Unit Owners, including the Unit Owners in each subsequent phase that may be added to this Condominium.

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3. DEFINITIONS OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act (718.101, Fla. Stat.) and as follows, unless the context otherwise requires.

3.1 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Fla. Stat. and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each Unit an undivided share in Common Elements. The term shall also mean the Condominium established by this Declaration.

3.2 "Declaration" or "Declaration of Condominium" means this instrument.

3.3 "Unit" or "Condominium Unit" means the portions of the Condominium Property which are to be subject to private ownership as specified in this Declaration.

3.4 "Common Elements" means the portions of the Condominium Property not included in the Units.

3.5 "Limited Common Elements" means those Common Elements which are reserved for the use of certain Unit or Units to the exclusion of other Units as specified in this Declaration.

3.6 "Association" means the non-profit Florida corporation whose name and seal appears at the end of this Declaration which is the entity responsible for the operation of the Condominium.

3.7 "Board" or "Board of Administration" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

3.8 "Bylaws" means the Bylaws of the aforescribed Association. The Bylaws of the Association are attached hereto and made a part hereof as Exhibit 3.

3.9 "Condominium Act" means the Condominium Act of the State of Florida (Chapter 718, Fla. Stat., et seq.) as it exists at the time of filing this Declaration.

3.10 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in the Condominium Act and all other expenses declared Common Expenses by provisions of this Declaration and its exhibits.

3.11 "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.

3.12 "Condominium Property" means and includes the lands hereby subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

3.13 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

3.14 "Unit Owner" means the owner of a Condominium Unit.

3.15 "Institutional Mortgagee" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government or like entity being a mortgagee of a

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Unit generally recognized in the community as an Institutional Mortgagee.

3.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

3.17 "Privacy Area" means those contained or fenced Limited Common Elements, appurtenant to a certain Unit reserved for the use of such Unit to the exclusion of other Units.

3.18 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and Bylaws of the Association.

3.19 "Sponsor" means Schaaf & Johnson, Inc., a Florida corporation, its successors and assigns which has created this Condominium in its capacity as developer.

3.20 "Articles of Incorporation" means the Articles of Incorporation of the Association. The Articles of Incorporation are attached hereto and made a part hereof as Exhibit 2.

3.21 "Community Association" means the Indian Creek Community Homeowners Association, Inc., whose Articles of Incorporation and Bylaws are recorded at Official Book 3711, Page 1010 and Book 3711, Page 1021, respectively, of the Public Records of Palm Beach County, Florida.

3.22 "Indian Creek" means all or part of those lands described as follows, to wit:

A parcel of land being the South half of Section 10, Township 41 South, Range 42 East, Palm Beach County, Florida, less however the right-of-way for the Florida Turnpike, said parcel being more particularly described as follows:

Beginning at the West quarter corner of said Section 10 bear N 87°41'47" E, along the East-West quarter section line of said Section 10, a distance of 5176.64 feet, to the East quarter corner of said Section 10; thence S 0°24'02" W, along the East line of said section, a distance of 2700.94 feet, to the Southeast corner of said section 10; thence S 85°35'19" W, along the south line of said Section 10, a distance of 5172.39 feet, to a point on the Easterly right-of-way line of the Florida Turnpike thence N 23°08'26" W, along said right-of-way line, a distance of 11.55 feet, to the intersection of said right-of-way line with the West line of said Section 10; thence N 0°09'35" E, along said West line, a distance of 2880.04 feet, to the Point of Beginning of the herein described parcel of land.

Said parcel containing 331.56 acres more or less.

The definitions herein contained shall prevail as the context requires.

#### 4. THE UNIT AND COMMON ELEMENTS.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit 1. (Subject to the provisions of Paragraph 4.2.) The percentage of undivided

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interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for in Paragraphs 2, 4 and 16 hereof). No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

4.2 PHASING. As set forth in Paragraph 2 of this Declaration, in the event that additional improvements are submitted to Condominium Ownership there will be an automatic change in the percentage of undivided interests in Common Elements appurtenant to each unit as set forth on Exhibit 1b. It is acknowledged that 718.403, Fla. Stat. provides that the Sponsor may effectuate such amendment without the joinder of any person whomsoever. However, notwithstanding such provision the Unit Owners in this Condominium, and the Mortgagees of such units are deemed, by the acceptance of their interests, to have specifically consented, in proper form (including language of conveyance if necessary) to such amendment. Each Unit Owner shall own an individual fractional interest in the Common Elements based upon a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of Units submitted to condominium ownership from time to time, as additional phases may be added. For instance, each Unit Owner in Phase 1 (containing twelve (12) Units) will own an individual one/twelfth (1/12th) interest in and to the Common Elements. If Phases 2 through 15, containing an additional proposed one hundred sixty-eight (168) Units, are added to the Condominium, then each Unit Owner will own an individual one/one hundred eightieth (1/180th) interest in and to the Common Elements.

4.3 BOUNDARIES. A Unit consists of an individual apartment lying within the following boundaries:

4.3.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Apartment shall be following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY - The horizontal plane of the undecorated finished ceiling.

(2) LOWER BOUNDARY - The horizontal plane of the undecorated finished floor.

4.3.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior walls extended to intersections with each other and with the Upper and Lower Boundaries.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

(2) Where a balcony, attic, loggia, terrace, porch, stairway or other portion of the building or any fixture attached to the building serves only the Unit, the perimetrical boundary shall vary with exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

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(3) The interior partitions within a Unit are part of said Unit.

4.3.3 WEIGHT BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a Unit is a Common Element not a part of the Unit.

4.3.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services to Units and the Common Elements and for maintaining, repairing or servicing the same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are part of such Unit and are not Common Elements.

4.3.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air-conditioning compressor serving a Unit and the refrigerant and electrical lines running from such compressors to, and the air handler within the individual Units are part of such Unit and are not Common Elements.

4.4 AUTOMOBILE PARKING AREAS. After the filing of this Declaration, there shall be assigned to each Unit the exclusive right to use one automobile parking space. Such assigned parking spaces shall be used only by the owner of such Unit or such owner's guests and invitees, and shall constitute a limited Common Element for the use and benefit of said Unit. The assignment of such parking spaces shall be made by the Sponsor and the assignment thereof shall be final (except that the Association may alter such assignment in the event of an emergency). Parking spaces shall be assigned by a Designation of Parking Space to be conveyed to each unit owner at closing. Said designations shall be retained in the Association's files but will not be recorded. Additionally, the Sponsor shall reserve, on the average, one parking space per unit in each Phase for a guest parking space, open for any guest's use.

4.4.1 NO CHANGE IN COMMON EXPENSE. Upon the assignment of an exclusive parking space, the owner of such Unit shall have the exclusive right to use the same without additional charge therefor by the Association.

4.4.2 EXCLUSIVE RIGHT OF PARKING APPURTENANT TO UNIT. Upon the assignment of an exclusive right of parking, the use of the same shall be an appurtenance to said Unit.

4.4.3 UNASSIGNED PARKING. Parking spaces which have not been assigned shall be Common Elements and shall be maintained as guest parking and governed as such by the Association.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No unit may be divided or subdivided into a smaller unit or Units other than as shown on Exhibit 1 hereto, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit (except as provided in Paragraph 2 hereof).

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

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6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved and/or granted, through the Condominium Property as may be required for utility service (including construction and maintenance) in order to adequately serve the Condominium.

6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes, as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to the provisions of this Declaration and of the document creating the easement.

6.6 ACCESS. Sponsor covenants to provide, either by way of easements or publicly dedicated right of way, reasonable access for ingress and egress from this Condominium to the public way. The Sponsor shall have the unequivocal continuous right to use, alter, change and relocate said easements as often as it deems necessary, without the consent of the Association, Unit Owners, and any others entitled to use the easement as location of this easement shall not be deemed to run with this Condominium. The Sponsor shall also have the right to grant or dedicate such easements to the public, governmental authorities or Community Association without the consent of any person whomsoever. However when requested the Association and Unit Owners shall join in the execution or confirmation of the same. Provided however, such right to use, alter, change and relocate said easements shall expire the later of substantial completion of Phase 15 or December 31, 1990.

6.7 SURVEY EXHIBIT - EASEMENTS. The Sponsor shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Declaration. Further, Sponsor shall have the unequivocal right without the joinder of any other party to grant such easements, (ingress, egress and maintenance) to such parties, including the Community Association, as Sponsor deems fit, over the traffic ways as contained in the parking areas and those portions of the canals and waterways as are contained on the Condominium Property. If such easement is granted, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit 1 attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit 1 being granted over parking areas, canals or waterways, if any, shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Sponsor, or its designee, shall have the right to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Sponsor grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on Exhibit 1, the same shall automatically be part of the easements provided therein as if originally set forth.

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6.8 ADDITIONAL EASEMENTS. Sponsor reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part or all of the actual building. However, if requested, the Association and Unit Owners shall join in the creation thereof.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses (except those assessable to less than all Units) in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements as it may exist at any time. The right to share in the Common Surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the Condominium.

7.2 SPONSOR'S OBLIGATION. The Sponsor shall be excused from payment of the share of Common Expenses in respect to those units owned by Sponsor and which are offered for sale during such period of time that Sponsor shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than Sponsor shall not increase over a stated dollar amount, and for which period Sponsor shall have obligated itself to pay any amount of Common Expenses not produced by the assessments at the guaranteed level receivable from other Unit Owners. Sponsor guarantees that monthly assessments shall not exceed the amount of Ninety (\$90.00) Dollars per year for each Unit during the year of the guarantee period. The time period during which assessments shall be guaranteed at the stated rate shall be in effect for a period of one year from the date of recordation of this Declaration.

8. ADMINISTRATION OF THE CONDOMINIUM.

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act and join with other corporations or entities in becoming a member of the Community Association to assist same in promoting the health, safety and welfare of the residents of Indian Creek.

As phases are added to, and become a part of this Condominium, the Association shall administer the operation and management of the Condominium as it then exists.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of the Association may deem to be in the best interest of the Condominium. The Association

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shall have all of the powers and duties set forth in the Condominium Act except where limited herein or where the exercise of such powers and duties will impair the rights of other parties.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by the Condominium Act.

8.5 REPORTS TO LENDERS AND OTHERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee or insurer of such mortgage with one (1) copy of an audited annual financial statement, report of the Association pertaining to the Unit upon which the mortgage is held, and all other records and documents which the Association is required to maintain pursuant to the Condominium Act, provided said Institutional Mortgagee requests same.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability 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.

8.7 VOTING. Each Unit Owner or Owners, including the Sponsor, shall be entitled to only one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provisions of the Bylaws.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

## 9. USE AND OCCUPANCY.

9.1 RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single family residence by the owner or owners thereof, their immediate families, guests and invitees but in no event shall there be more than two (2) natural person owners of any Unit or more than one non-natural person owner of any Unit.

9.2 OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent Occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the Occupants of such Unit, whether in substitution of or in addition to the persons initially designated, except with the approval of the Association given pursuant to the provisions of Paragraph 11 hereof. All provisions of this instrument shall apply to such designated Occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby. The provisions hereof shall not be applicable to any Corporation formed or controlled by Sponsor. In the event more than one family unit shall hold title to a unit then they shall also designate occupants as aforesaid. - It is understood that at no time may the unit be used by more persons than that for which it is designed.

9.3 GENERAL USE RESTRICTION. No person shall use the Condominium Property, or any parts thereof, in any manner contrary to the Condominium Documents or Condominium Act.

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9.4 ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any internal material alteration, addition or modification to his Unit, without the prior written consent of the Association and Sponsor. No Unit Owner shall cause the balcony or terrace which is abutting, or part of, his Unit to be enclosed or cause any improvements or changes to be made therein, or changes to the exterior of the Unit without the written permission of the Association and Sponsor, and any such improvements or changes which may be permitted shall be uniform in appearance. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit. No Unit Owner shall grow or plant any type of plant, shrub, flower, etc. outside his Unit or in his Privacy Area without the prior, written consent of the Association. All Units above the first floor level shall maintain fully carpeted floors in said Units at all times except in the kitchen and bath areas which shall be covered with vinyl covering. No Unit above the first floor level shall contain ceramic tile floors in any area, including the kitchen and bathroom areas.

9.5 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof 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.

9.6 NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

9.7 LEASING. No lease may be made for less than a one hundred twenty (120) day period nor shall any transient accommodations be provided. No Owner may lease his Unit more than three (3) times per calendar year. A Unit Owner intending to lease his Units shall furnish the Association a copy of said lease. No part of a unit may be leased. All leases of a unit shall be subject to the provisions of the Condominium Documents. Failure of any lessee to comply with the provisions of said documents shall constitute a default under the terms of the lease.

9.8 APPLICABILITY TO SPONSOR. No Unit Owner or the Association, or their use of the Condominium, shall interfere with the Sponsor's completion and sale of the Condominium Units, whether in this Condominium or otherwise. Anything contained herein to the contrary notwithstanding, the Sponsor may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit.

9.9 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the Bylaws of the Association, as applicable.

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10. MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common and Limited Common Elements, except the Privacy Areas.

10.2 MAINTENANCE BY UNIT OWNER. The Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, porch, balcony, screening, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his Unit and his Privacy Area(s). The Unit Owner shall maintain and repair the air conditioning compressor, refrigerant and electrical line appurtenant to his Unit.

10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake additions and modifications to his Unit or to his Privacy Area(s) without the prior written consent of the Board of Directors and Sponsor, or refuse to make repairs as required, or should a Unit Owner cause any damage to the Common Elements, including but not limited to his Privacy Area(s), the Association may make such removals, repairs or replacements and have the right to levy a special assessment for the cost thereof against the said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent of the Association and Management Firm to enter such Unit, go upon the Limited Common Elements, or to go upon the Common Elements, provided, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association has retained a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

11. NOTICE OF LIEN OR SUIT.

11.1 NOTICE OF LIEN. A Unit Owner shall give notice to the Association of every lien upon his Unit other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

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11.2 NOTICE OF SUIT. A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect title to his Unit, such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12. PURCHASE OF UNITS BY THE ASSOCIATION. The Association shall have the power to purchase Units subject to the following provisions:

12.1 DECISION. The decision of the Association to purchase a Unit shall be made by its Directors, without approval of its members, except as hereinafter provided.

12.2 LIMITATION. If at any one time the Association be the Owner or agreed purchaser of four (4) units, it may not purchase any additional Unit without the prior written approval of seventy-five (75%) percent of the members eligible to vote thereon, excluding the Association. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

13. TAX OR SPECIAL ASSESSMENT ASSESSED AGAINST THE CONDOMINIUM PROPERTY. If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each unit.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

14. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

14.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 14.1 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. Said policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms and conditions hereof.

14.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common

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Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

14.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

14.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The building(s) and all other insurable improvements upon the land, including all of the Units, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof of like kind or quality (exclusive of excavations and foundations as determined annually by the Association in consultation with the insurance company providing the coverage). Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to, fire, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available. Such coverage shall not include floor coverings, wall coverings, or ceiling coverings within individual Condominium Units.

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than One Million (\$1,000,000.00) Dollars for bodily injury or death to any person; not less than Three Hundred Thousand (\$300,000.00) Dollars for bodily injury or death resulting from any one accident of occurrence, and not less than Fifty Thousand (\$50,000.00) for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner and one Unit Owner to another.

c. Workmen's compensation policies shall be obtained to meet the requirements of law.

d. Such other insurance as the Board of the Association may determine to be necessary from time to time.

14.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 14.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to any national bank doing business in Palm Beach County. Such bank shall be designated as Trustee, from time to time, by the Association (said Trustee is herein referred to as the "Insurance Trustee") and which appointment is subject only to the approval of the Institutional Mortgagee holding the greatest dollar amount of mortgages against Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

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a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

b. Proceeds on account of damage to the Units shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED. For the benefit of the Unit Owners of the damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportion and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building; the share of each being in the same proportion as the Unit Owner's undivided share in the Common Elements which is appurtenant to his Unit. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear. In the event that there is more than one building in the condominium then the proceeds shall be held for the benefit of the Unit Owners in the destroyed building as if it were the only building in the Condominium.

14.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for the services rendered, of the Insurance Trustee) in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners and their mortgagees as their interest may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

14.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is only to Common Elements the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

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b. DAMAGE TO UNITS.

(1) If the damage is to Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty Unit Owners owning 75% or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the foregoing, if the damages could be repaired for One Hundred Thousand (\$100,000.00) Dollars or less, the property shall be reconstructed.

(2) If the damage is to Units, but Units to which more than 10% of the Common Elements are appurtenant are found by the Board of Directors to be tenable, then reconstruction shall be determined on a building-by-building basis as follows:

(2.1) If Units in a particular building which represent more than 25% of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenable, the damaged property shall be reconstructed, unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing not to reconstruct, in which event all the Units in that building shall be removed from the Condominium without agreement pursuant to Paragraphs 14.16 and 14.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for Two Hundred Thousand (\$200,000.00) Dollars or less, the property will be reconstructed.

(2.2) If Units in a particular building which represent more than 75% of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenable, then said damaged building will not be reconstructed and the Units in the building will be removed from the Condominium, without agreement, as provided in Paragraph 16.3 hereof, unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction; provided, however, that all first mortgagees shall be given prompt written notice by the Association in the event of substantial damage to or destruction of any unit or any part of the Common Elements and the written agreement of all mortgagees must be obtained before the condominium may be terminated. Notwithstanding the fact that the required number of Units are untenable if such property may be reconstructed for Two Hundred Thousand (\$200,000.00) Dollars or less, the property shall be reconstructed.

c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

14.9 RESPONSIBILITY. If the damage is only those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

14.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the

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building was last constructed, subject to modification to conform with the then current governmental restrictions and codes if necessary.

14.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

14.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's shares in the Common Elements.

14.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner; to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than Twenty-Five Thousand (\$25,000.00) Dollars, and is the responsibility of the Association; the construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than Twenty-Five Thousand (\$25,000.00) Dollars, and is the responsibility of the Association, then the reconstruction funds shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

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(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association.

e. Payment for any reconstruction made under Sub-paragraphs (b) and (c) of this Paragraph shall be made by the Insurance Trustee, and the Association only upon presentation of proof of payment of bills for materials in place, labor, services and materials for work covered and included in such payments for which failure to pay might result in a lien on the Common Elements.

14.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the responsibility for reconstruction is that of the Unit Owner. All mortgagees are to waive the rights to said proceeds if the same are used pursuant to the provisions of the Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

14.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association, or of a particular building, is specifically required, all decisions, duties and obligations of the Association under this Paragraph 14 may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

14.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 14.8.b, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole pro rata expense of the Unit Owners who own Units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

14.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 14.8.b, hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building on account of casualty to said building, shall

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be contingent upon such Unit Owners' conveying by Quit-Claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgages thereof executing Satisfactions of Mortgages, in recordable form for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which were not restored, and in order to collect said Common Expenses attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals expenses and assessments.

#### 15. ASSESSMENTS.

15.1 GENERAL AUTHORITY. The Association, through its Board, shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

15.2 UNIT OWNERS' GENERAL LIABILITY. All Common Expenses levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association or others by the owner of such Unit(s), shall be a Common Expense as the same relates to the collection of such sums from the Unit Owners to pay the Association's obligations. Sponsor's liability shall be as specified in Paragraph 7 of this Declaration.

15.3 PAYMENT. The assessments of the Association levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association and for which the Unit Owner and his Unit shall be responsible and liable.

15.4 EMERGENCIES. If statements levied are, or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

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

b. OPERATING RESERVE FUND. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be

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used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies.

15.5 CONDOMINIUM WORKING CAPITAL FUND. Sponsor shall establish a Condominium Working Capital Fund for the purpose of initial maintenance, reserve, initial and non-recurring capital expenses. Sponsor shall, within sixty (60) days of the first conveyance of a condominium parcel in each phase, contribute to said Fund, on a one-time basis, an amount equal to two (2) times the monthly Common Expense attributable to such phase.

At the time Sponsor closes the sale of a Unit to a purchaser (purchaser thereby becoming a Unit Owner), the purchaser shall deposit his proportionate share of the Working Capital Fund equal to two times the monthly common expense chargeable to such Unit. The Working Capital Fund may not be commingled by the Association with any of its other funds. Amounts paid into the Working Capital Fund shall not be considered advance payment of Common Expenses.

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

15.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of Fifty (\$50.00) Dollars, which is acknowledged not to be a penalty, shall be then due and payable. In the event that any Unit Owner is in default in payment of any statements or installments thereof owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.

15.8 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

15.9 LIEN. The Association is hereby granted a lien upon each Condominium Unit, which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in his Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to Association may be foreclosed as

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provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association. Notwithstanding anything herein to the contrary, any such lien shall be subordinate to any mortgage guaranteed by the Veterans Administration and any first mortgage on the Condominium Unit.

15.9.1 PROVISIO. In the event that any Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all Unit Owners, of any nature, including, without limitation, a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments, both for Common Expenses or otherwise, coming due while he is the Unit Owner.

15.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in 718.116(7), Fla. Stat., until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred by the Association and due and owing by the former Unit Owner, have been paid in full.

15.11 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "election of remedies" in any such proceedings.

15.12 LIENS - MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of the Condominium Act.

16. TERMINATION. The Condominium may be terminated in the following manner:

16.1 DESTRUCTION. If it is determined in the manner provided in Paragraph 14 that the Condominium Property as a whole shall not be reconstructed, the condominium will be terminated.

16.2 AGREEMENT. As provided in 718.117, Fla. Stat., the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

16.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination,

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which shall become effective upon the certificate being recorded in the Public Records.

16.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred (100%) percent.

16.5 OCCUPANCY RIGHTS AFTER TERMINATION. In the event of termination of the Condominium by agreement pursuant to Paragraph 16.2 hereof, each Unit Owner shall have the perpetual exclusive right to occupy the air space which formerly constituted said Unit Owner's Condominium Unit prior to termination.

16.6 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Common Elements shall be extinguished by virtue of the termination of the Condominium.

16.7 AMENDMENT. This Paragraph 16 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Units.

16.8 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in 718.118, Fla. Stat.

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

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

17.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by fifteen (15%) percent of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within 10 days after the meeting. Except as elsewhere provided, a proposed amendment must be approved by either:

a. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Provided however, in the event said amendments relate to or are for the express benefit of Institutional Mortgagees, the Association shall furnish said mortgagees with notice of proposed amendments and must procure fifty-one (51%) percent approval of said Mortgagees to the proposals in addition to the percentage unit owner approval provided for herein. An Institutional Mortgagee receiving written request for approval of amendments pursuant to this paragraph who does not deliver or post to the Association a negative response with thirty (30) days of such request, shall be deemed to have approved the amendments contained therein. In addition, this Declaration may not be amended without prior approval of the Administrator of Veterans Affairs.

b. Until the first election of a majority of the directors by the membership as provided for in Article VII of the Articles of Incorporation, only by all of the directors.

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17.3 PROVISIO. Except as otherwise provided in this document:

a. No amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner. This provision shall not be construed in derogation of 718.403, Fla. Stat., and all matters required by 718.403, Fla. Stat., can only be amended by the consent of all Unit Owners.

b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

c. Prior to the recordation in the Public Records of a deed from the Sponsor, the Sponsor, without the joinder of any other person, may amend any of the provisions of this Declaration by filing an amendment in the Public Records.

d. The Association may not be merged with a successor condominium association without the prior approval of the Administrator of Veterans Affairs.

17.4 EXECUTION AND RECORDING. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

#### 18. REMEDIES.

18.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration.

A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by Association, Sponsor, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, Sponsor, or the other Unit Owners, and that such injury may be irreparable.

18.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the Sponsor or any affiliated company of the same, or any individual connected with the same (including but not limited to the parent company of the Sponsor, or the initial directors of the Association) for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any state or Federal law or regulation, and if the Sponsor and affiliated companies and individuals connected with the same are the

B5153 P0371

prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Palm Beach County for the purpose of testifying at trial or deposition; expert witnesses; fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

18.3 NO WAIVER. The failure of the Sponsor to enforce any right, provisions, covenant, or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

18.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, Sponsor or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

18.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit agrees that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Sponsor, do further waive the right to trial by jury and consent to a trial by the court without a jury.

18.6 FINES. In addition to all other remedies specified in the Declaration or secured by law, in the sole discretion of the Board of Directors, a fine or fines not to exceed \$50.00 may be imposed upon a Unit Owner for failure of a Unit Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant hereto provided the following procedures are adhered to:

a. NOTICES. The Association shall notify the Unit Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Unit Owner shall be afforded the opportunity to present reasons why a fine or fines should not be imposed.

b. HEARING. The matter of noncompliance shall be presented to the Board of Directors at such meeting of the Board and the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be furnished to the Unit Owner no later than twenty-one (21) days after the conclusion of the said meeting of the Board.

c. APPEAL. Any Unit Owner aggrieved by the decision of the Board of Directors as to a noncompliance may file a written

85153 R0372



ten request with the Board for an appeal of such decision. Such written request must be filed within seven (7) days after the furnishing of such decision to the Unit Owner charged with any matter of noncompliance. An appeals committee shall be appointed by the Board within seven (7) days after the filing of such request for appeal consisting of three (3) non-interested Members of the Association who are neither officers nor Board members. The said appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the Unit Owner. In no case shall the appeals committee's findings be exclusive of any other right either party may have; however, the Board may elect to review its decision in the light of the findings of the appeals committee.

d. PENALTIES. The Board of Directors may impose special assessments against the Lot owned by the Unit Owner as follows:

(i) First noncompliance or violation: a fine not in excess of Fifty (\$50.00) Dollars.

(ii) Second noncompliance or violation: a fine not in excess of One Hundred (\$100.00) Dollars.

(iii) Third noncompliance or violation: a fine not in excess of Two Hundred (\$200.00) Dollars.

(iv) Fourth and subsequent instances of noncompliance or violation: a fine not in excess of Five Hundred (\$500.00) Dollars.

(v) Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof.

(vi) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

(vii) Application of Fines: All monies received from fines shall be allocated as determined by the Board of Directors.

(viii) Non-exclusive Remedy: The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, provided, however, that any fine paid by the offending Unit Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Unit Owner.

#### 19. MISCELLANEOUS RIGHTS OF SPONSOR.

19.1 CONFLICT OF INTERESTS. No representative of the Sponsor serving on the Board of Directors of the Association shall be required to disqualify himself from any vote upon any management contract, lease, or other matter between the Sponsor and the Association where the Sponsor may have a pecuniary or other interest. Sponsor, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease, or other matter where Sponsor may have a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

85153 P.0373

19.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right to use and occupy any unsold Unit, the Common elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose.

20. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Sponsor shall be made by delivery to Sponsor at: 121 Arrowhead Circle, Jupiter, Florida 33458.

21. OWNERSHIP IN INDIAN CREEK. By taking title to a Unit, each Owner becomes subject to the terms and conditions of the Articles of Incorporation and Bylaws of the Indian Creek Community Homeowners Association, Inc. ("Community Association") recorded respectively in Official Records Book 3711, Page 1010 and Book 3711, Page 1021 of the Public Records of Palm Beach County, Florida. Among other things, these documents provide that the Condominium Association shall become the voting member of the Community Association which shall represent each Owner, each Owner shall acquire certain use rights in property owned or maintained by the Community Association, and each Owner shall become subject to the assessments of the Community Association, collected by the Condominium Association. Further, by taking title to a Unit, each Owner becomes subject to the terms of the Declaration of Covenants, Conditions and Restrictions of the Indian Creek Swim and Tennis Club, recorded in Official Records Book 4036, Page 972 of the Public Records of Palm Beach County, Florida. Membership in said Indian Creek Swim and Tennis Club is optional and voluntary with each Owner.

22. RIGHTS OF FIRST MORTGAGE HOLDERS OR GUARANTORS OF SAME. Upon written request to the Association by an Institutional Mortgagee holding a first mortgage on a Unit or the Veterans Administration, they shall be entitled to receive timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of Indian Creek or any condominium parcel on which there is a first mortgage held, insured, or guaranteed by such Institutional Mortgagee or the Veterans Administration;

b. Any delinquency in the payment of assessments or charges owed by an owner of a condominium parcel subject to a first mortgage held, insured or guaranteed by such Institutional Mortgagee or the Veterans Administration, which remains uncured for a period of 60 days;

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

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

85153 P.0374

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Unit Owner hereby appoints the Association as its attorney-in-fact for the purposes described herein.

24. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

25. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

26. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

27. SEVERABILITY. If any terms or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provisions of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration on this 15th day of November, 1986.

Signed, Sealed and Delivered in the presence of:

SCHAAF & JOHNSON, INC.,  
a Florida corporation

Carol J. Treburen  
Nancy Dought

BY: Don N. SchAAF (SEAL)  
President  
Corporate Seal

STATE OF FLORIDA )  
) SS:  
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Don N. SchAAF, to me well known to be the person described in and who executed the foregoing instrument as President of SchAAF and Johnson, Inc., a Florida corporation, and he severally acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

85193 P.0375

WITNESS my hand and official seal, at the State and County aforesaid, this 15th day of December, 1986

Notary Public, State of Florida  
My Commission Expires  
Rondeo thru Agent's Notary Brokerage

Sharon A. Bechtold (SEAL)  
NOTARY PUBLIC

My Commission Expires:

State of Florida at Large

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged Pine Crest at Indian Creek Condominium Association, Inc. a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above named Condominium Association, a Florida corporation not for profit, has caused these presents to be signed in its name by its President, attested to be its Secretary, this 15th day of December, 1986.

Signed, Sealed and Delivered in the presence of:

PINE CREST AT INDIAN CREEK CONDOMINIUM ASSOCIATION, INC.

Nancy Vaughn

By: Sharon A. Bechtold (SEAL)  
President

[Signature]

ATTEST:

Dois Polos (SEAL)  
Secretary  
(Corporate Seal)

BEFORE ME, the undersigned authority, personally appeared Sharon A. Bechtold and Dois Polos to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Pine Crest at Indian Creek Condominium Association, Inc., a Florida corporation not for profit, and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 15th day of December, 1986.

Carole J. Freeburn (SEAL)  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

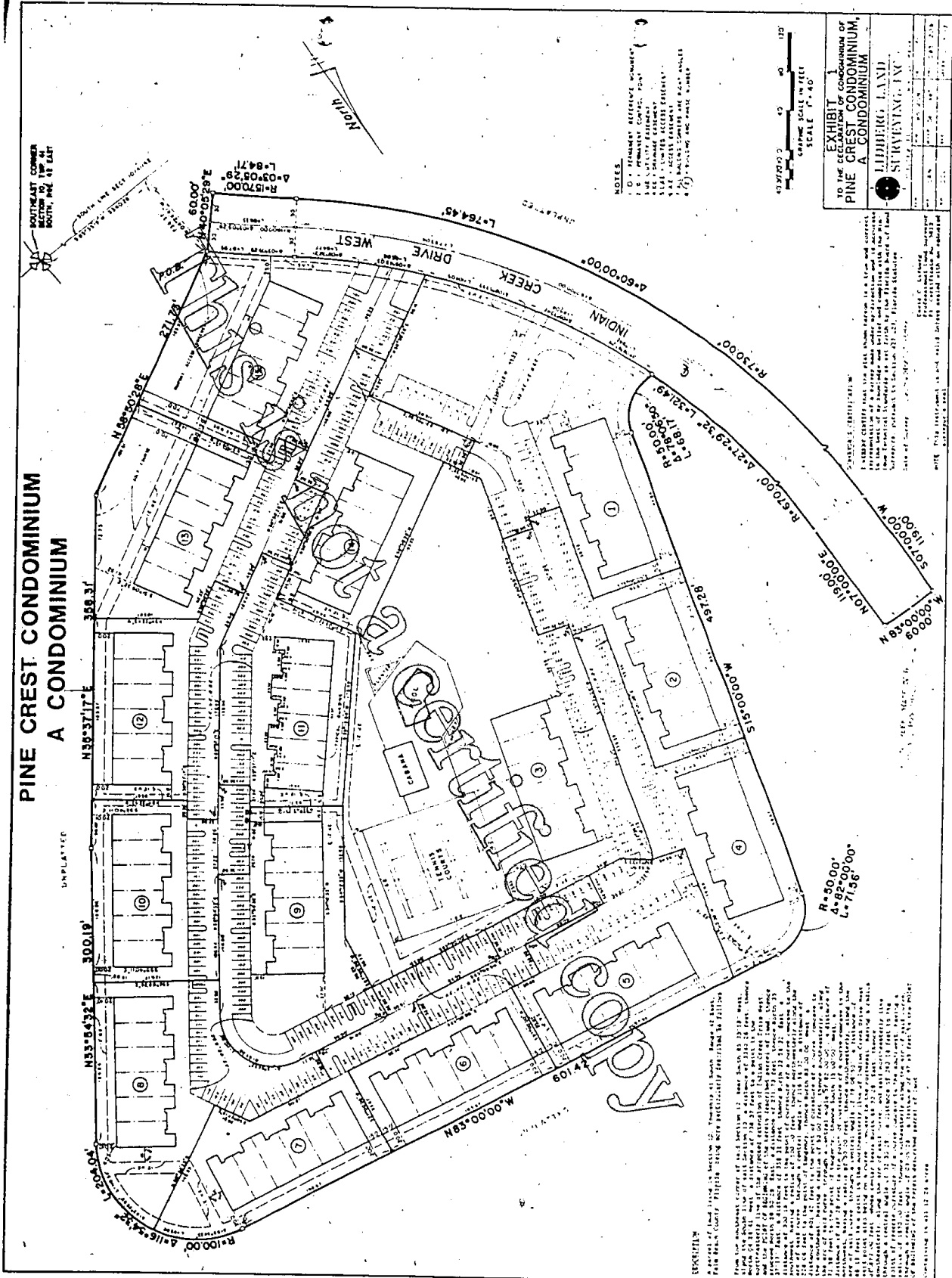
THIS INSTRUMENT PREPARED BY:  
RECORD AND RETURN TO:

HENRY B. HANDLER, ESQUIRE  
Weiss & Handler, P.A.  
Suite 320 - Interstate Plaza  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

Notary Public, State of Florida at Large  
My Commission Expires July 15, 1990  
RONDED THRU AGENT'S NOTARY BROKERAGE

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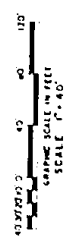
**PINE CREST CONDOMINIUM  
A CONDOMINIUM**



SOUTHEAST CORNER  
SECTION TO THE N  
BOUNDARY LINE AT EAST



- NOTES**
- 1. TO REMAIN REFERENCE SURVEY
  - 2. SEE CITY EASEMENT
  - 3. SEE CITY EASEMENT
  - 4. SEE CITY EASEMENT
  - 5. SEE CITY EASEMENT
  - 6. SEE CITY EASEMENT
  - 7. SEE CITY EASEMENT
  - 8. SEE CITY EASEMENT
  - 9. SEE CITY EASEMENT
  - 10. SEE CITY EASEMENT



TO THE DECLARATION OF CONDOMINIUM OF  
**PINE CREST CONDOMINIUM  
A CONDOMINIUM**

**LIPPIBERG, LAND  
SURVEYING, INC.**

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
I, **LIPPIBERG, LAND SURVEYING, INC.**, a duly licensed and bonded professional land surveying firm, do hereby certify that the plat shown herein is a true and correct copy of the original and that the same was filed for record in the Public Records of the State of Florida on this 15th day of February, 2015, at the County Clerk's Office, Palm Beach County, Florida. The Public Records of the State of Florida are hereby certified to be correct and true.

State of Florida  
County of Palm Beach  
Professional Land Surveyor  
No. 12345  
Expiration Date 12/31/2016

THIS INSTRUMENT IS NOT VALID UNLESS SIGNED BY AN ADMITTED SURVEYOR.

**EXHIBIT**

A parcel of land located in Section 15, Township 31 North, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the southeast corner of the lot shown in the plat hereto attached and along the south line of said lot to the center line of the road shown on the plat, a distance of 110.00 feet; thence north 89°54'32\"/>

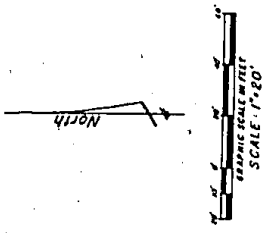
85153 P0377

Declaration of Condominium  
Exhibit 1 - Sheet 1

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

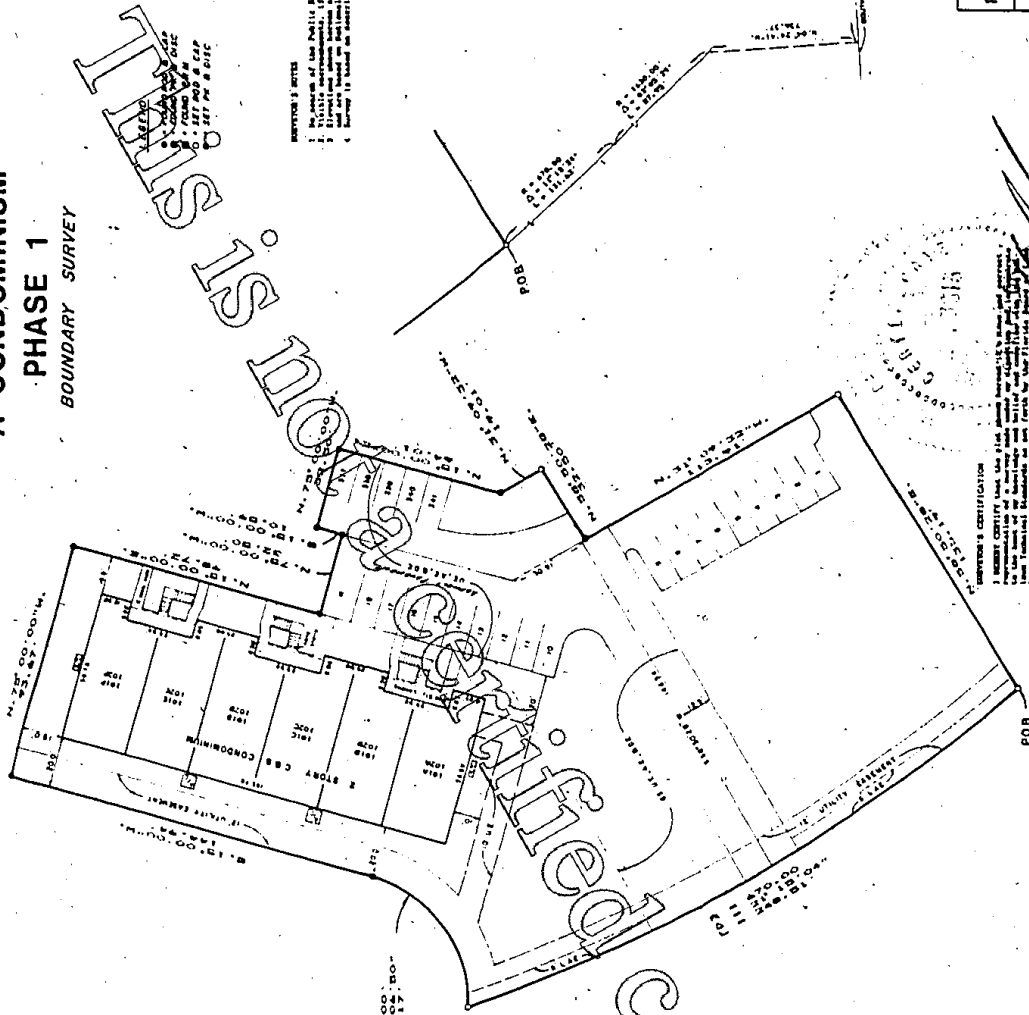
85153 P.0378

**PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 1  
BOUNDARY SURVEY**



**FLOORS ELEVATION AND CELLAR ELEVATION**

UNIT	FLOOR ELEVATION	CELLAR ELEVATION
101	12.45	26.36
102	12.45	26.36
103	12.45	26.36
104	12.45	26.36
105	12.45	26.36
106	12.45	26.36
107	12.45	26.36
108	12.45	26.36
109	12.45	26.36
110	12.45	26.36
111	12.45	26.36
112	12.45	26.36
113	12.45	26.36
114	12.45	26.36
115	12.45	26.36
116	12.45	26.36
117	12.45	26.36
118	12.45	26.36
119	12.45	26.36
120	12.45	26.36



**RECORDER'S NOTES**

- The contents of this Exhibit are intended to be used for title office purposes only.
- This Exhibit is not intended to be used for any other purpose.
- This Exhibit is not intended to be used for any other purpose.
- This Exhibit is not intended to be used for any other purpose.

TO THE RECORDERS OFFICE OF  
**PINE CREST CONDOMINIUM,  
A CONDOMINIUM**  
LIBBERG LAND  
SURVEYING, INC.  
JANUARY 21, 2014  
BY: [Signature]  
DATE: JAN 21 2014  
BOOK: 100-100-100  
PAGE: 100-100-100

**RECORDER'S CERTIFICATION**

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on the date and at the place above stated.

Recorded in the Office of the Recorder of Deeds for the State of Florida, in the County of Duval, on the 21st day of January, 2014.

Notary Public in and for the State of Florida  
[Signature]  
Date of Survey: December 19, 2013

Declaration of Condominium  
Exhibit "1 - Sheet 2

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

SURVEYOR'S NOTES

1. DESCRIPTION OF COMMON ELEMENTS:

- A. All land and all portions of the Condominium Property as shown on this Exhibit 1, Sheet 2 - Survey, Plot Plan and Graphic Description of Improvements ("Survey") not within any Unit or Units are part of Common Elements.
- B. The Unit shall not be deemed to include utility services or appurtenances which may be contained within the boundaries of the Unit and which are utilized to serve Common Elements and/or a Unit or Units other than the Unit within which contained, nor shall it include columns or partitions, contributing to support of the building. The items here identified are part of the Common Elements.
- C. All conduits and wires to outlets and all utility lines to outlets regardless of location constitute Common Elements.
- D. There are designated and reflected on this Survey separate Parking Spaces which constitute Common Elements. Parking Spaces may be assigned to the use of specific Units pursuant to the provisions of the Declaration.
- E. The Common Elements are subject to certain easements set forth in the Declaration of Condominium.

II. STATEMENT OF OWNERSHIP:

Units are owned by Unit Owners and Common Elements are owned by Unit Owners in common according to the percentage of ownership of the Common Elements described in the Declaration of Condominium.

III. NOTES TO BUILDING ELEVATIONS:

- A. Floor slab thickness of building floor slabs are shown on the Survey.
- B. Common Elements such as but not limited to conduits, wires, outlets, utility lines, ducts, plumbing, irrigational system, parkway lighting, etc. have not been graphically illustrated.

IV. DEFINITIONS:

The definitions set forth in the Declaration of Condominium incorporated herein.

V. CERTIFICATE:

The undersigned, a Land Surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material i.e., Exhibit 1, Sheet 2 which exhibit is annexed to and made a part of the Declaration of Condominium of PINE CREST

BS153 P0379

CONDOMINIUM, A CONDOMINIUM, together with the provisions of the Declaration describing the Condominium Property as it relates to matters of the Survey 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.

DATED this 15th day of December, 1986.

Jupiter, Palm Beach County, Florida.

BY: 

Professional Land Surveyor  
State of Florida No. 3412

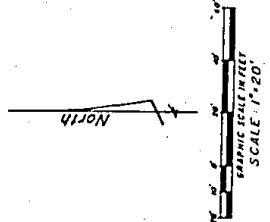
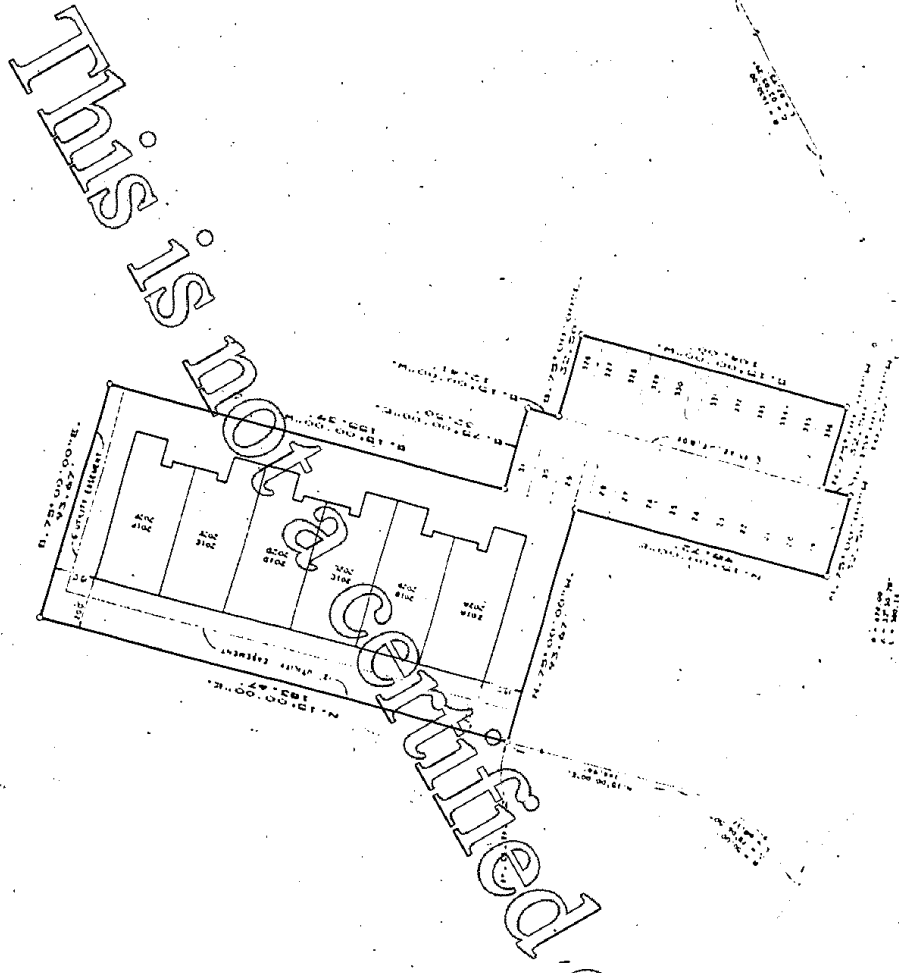
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85153 P0381

PINE CREST CONDOMINIUM, A CONDOMINIUM PHASE 2 (PROPOSED)



DESCRIPTION: Phase 2
A portion of land lying in Section 18, Township 41 North, Range 12 East, 4th Meridian, Illinois, and being more particularly described as follows:
The land described herein is a portion of the 310 1/2 acre tract being the north half of said Section 18, as aforesaid.

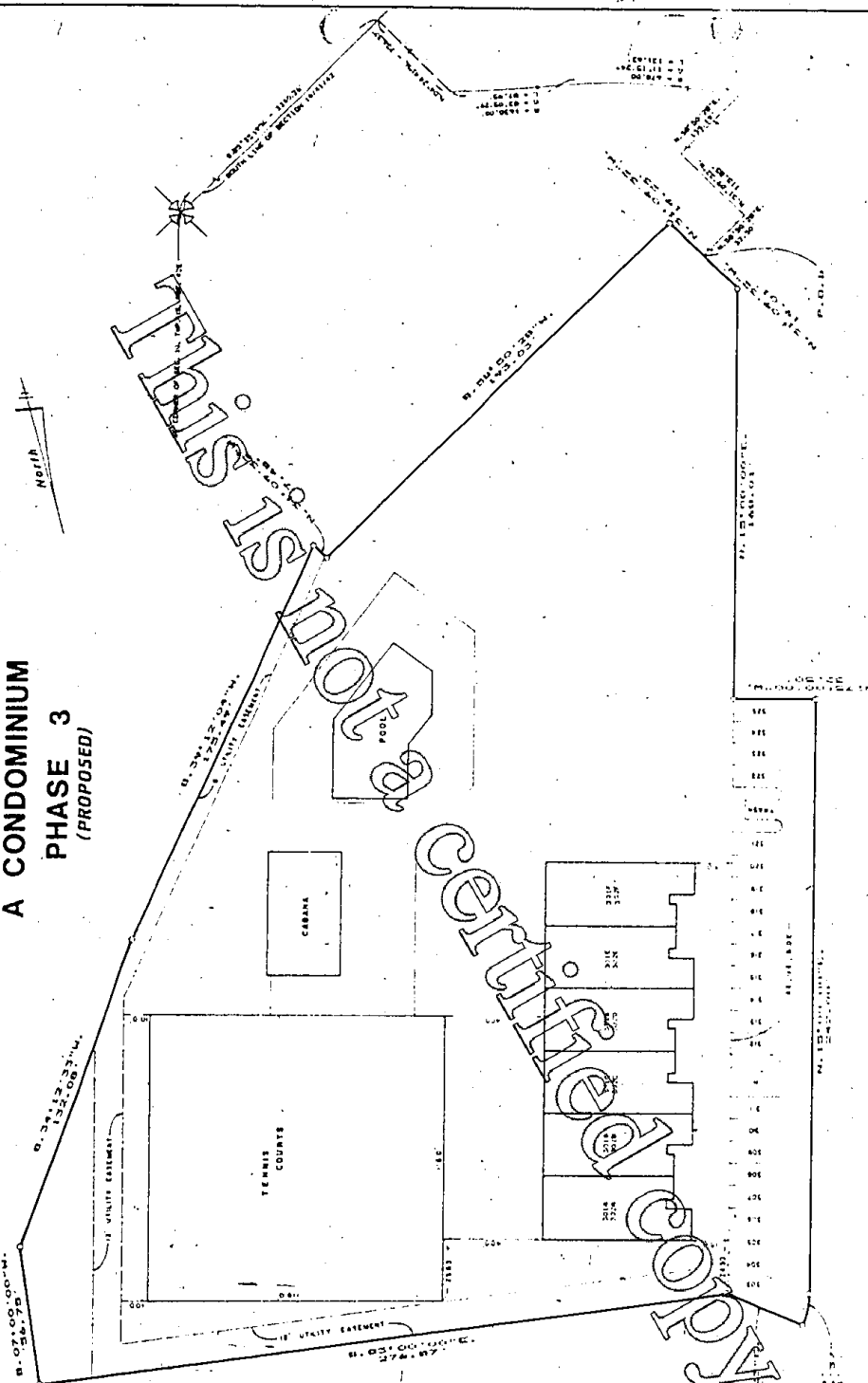
EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM OF PINE CREST CONDOMINIUM, A CONDOMINIUM LUDBERG LAND SURVEYING, INC.

Table with columns for date, sheet number, and other recording information.

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

85153 P0382

PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 3  
(PROPOSED)



This is not a certified plat

EXHIBIT 1  
TO THE DECLARATION OF CONDOMINIUM OF  
PINE CREST CONDOMINIUM,  
A CONDOMINIUM

LIBBERG, LAND  
SURVEYING, INC.

DATE	11/11/11	BY	W. J. LIBBERG
SCALE	1"=20'	PROJECT NO.	11-001
SHEET	1	TOTAL SHEETS	1

SECTION 3  
A portion of land being in Section 15, Township 16 North, Range 12 East, County of Lincoln, Nebraska, and being more particularly described as follows:

From the southeast corner of said Section 15, north 89° 10' 00" East, 100.00 feet to a point on the north line of said Section 15, a distance of 100.00 feet.

From the point of intersection of the above line with the north line of said Section 15, north 0° 00' 00" East, 100.00 feet to a point on the east line of said Section 15, a distance of 100.00 feet.

From the point of intersection of the above line with the east line of said Section 15, north 90° 00' 00" East, 100.00 feet to a point on the south line of said Section 15, a distance of 100.00 feet.

From the point of intersection of the above line with the south line of said Section 15, north 0° 00' 00" East, 100.00 feet to a point on the west line of said Section 15, a distance of 100.00 feet.

From the point of intersection of the above line with the west line of said Section 15, north 90° 00' 00" East, 100.00 feet to a point on the north line of said Section 15, a distance of 100.00 feet.

From the point of intersection of the above line with the north line of said Section 15, north 0° 00' 00" East, 100.00 feet to a point on the east line of said Section 15, a distance of 100.00 feet.

From the point of intersection of the above line with the east line of said Section 15, north 90° 00' 00" East, 100.00 feet to a point on the south line of said Section 15, a distance of 100.00 feet.

From the point of intersection of the above line with the south line of said Section 15, north 0° 00' 00" East, 100.00 feet to a point on the west line of said Section 15, a distance of 100.00 feet.

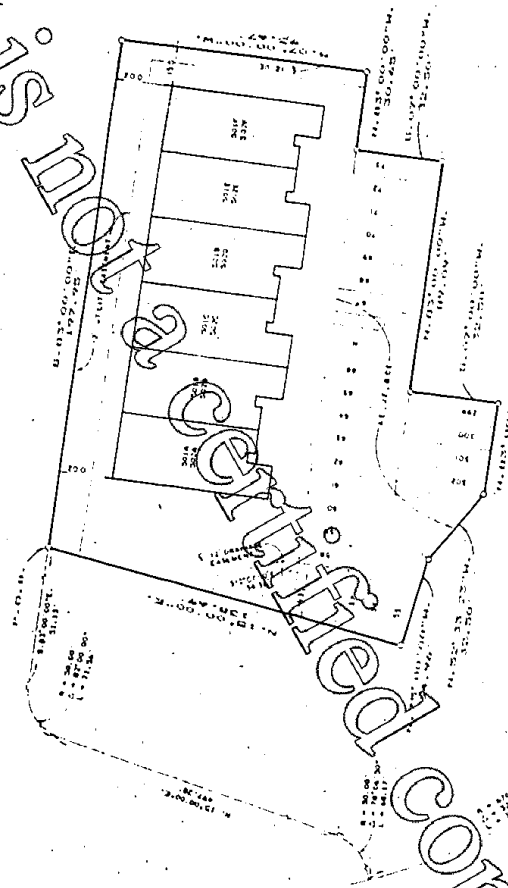
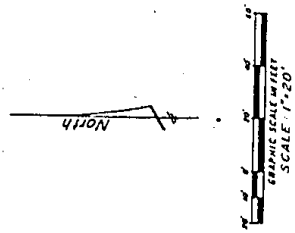
From the point of intersection of the above line with the west line of said Section 15, north 90° 00' 00" East, 100.00 feet to a point on the north line of said Section 15, a distance of 100.00 feet.

RECORDER'S MEMO: Legibility  
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unsatisfactory in this document  
when received.



**PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 5  
(PROPOSED)**

This is not a certified copy



**DESCRIPTION**

A portion of land lying in Section 10, Township 41 North, Range of East, and being more particularly described as follows:

From the southeast corner of said Section 10, South 80° 30' 10\"/>

**EXHIBIT 1**  
**TO THE DECLARATION OF CONDOMINIUM OF**  
**PINE CREST CONDOMINIUM,**  
**A CONDOMINIUM**

**LIDBERG LAND**  
**SURVEYING, INC.**

DATE	FILE	BY	PLAT
APR 28 1988	155	DL	1988
APR 28 1988	155	DL	1988

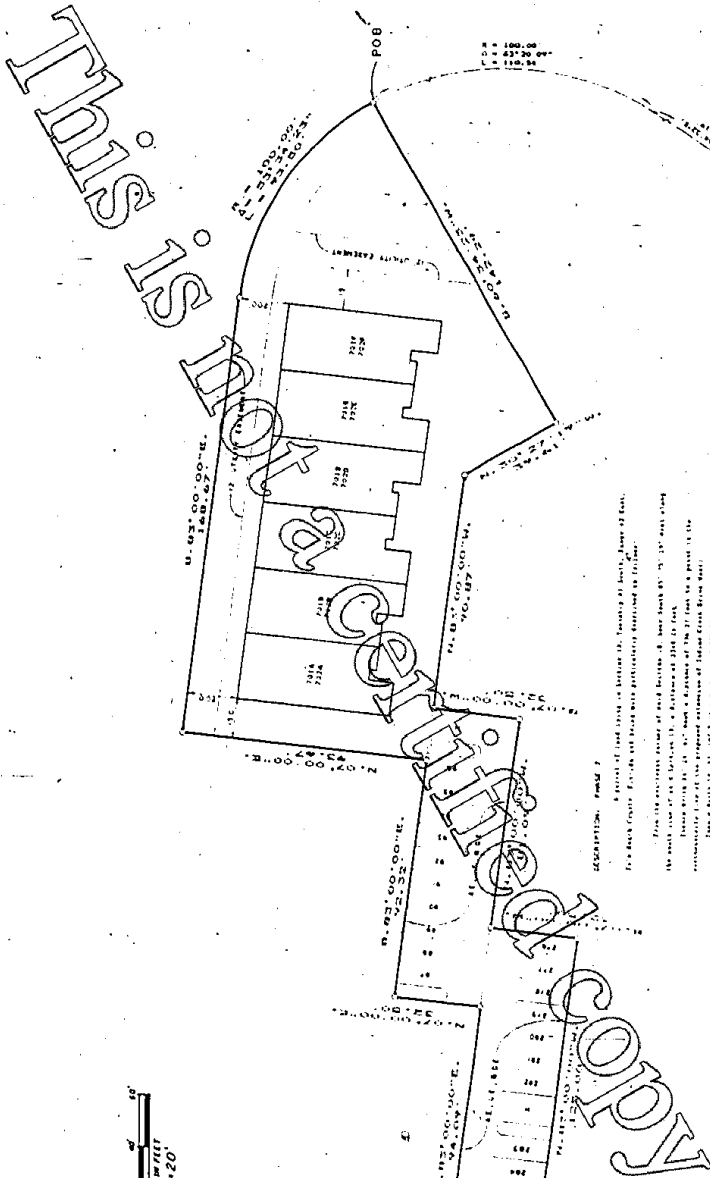
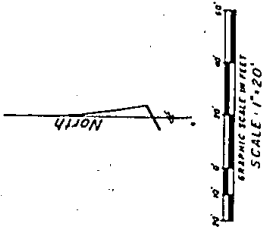
85193 P0384

Declaration of Condominium  
Exhibit 1 - Sheet 6

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unsatisfactory in this document  
when received.



**PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 7  
(PROPOSED)**



**DESCRIPTION - PHASE 7**

A portion of land lying in Section 16, Township of North, Range of East, the land being in the County of Cook, State of Illinois, and more particularly described as follows:

That the entire parcel of said Section 16, being about 40' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 100, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 101, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 102, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 103, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 104, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 105, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 106, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 107, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 108, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 109, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

Block 110, containing 100 lots, each of 100' x 100' feet, being the land being in the County of Cook, State of Illinois, and more particularly described as follows:

**EXHIBIT 1  
TO THE DECLARATION OF CONDOMINIUM OF  
PINE CREST CONDOMINIUM,  
A CONDOMINIUM**

**LIDBERG LAND  
SURVEYING, INC.**

NO.	DATE	BY
1	10/11/1988	SLC
2	10/11/1988	SLC
3	10/11/1988	SLC
4	10/11/1988	SLC
5	10/11/1988	SLC
6	10/11/1988	SLC
7	10/11/1988	SLC
8	10/11/1988	SLC
9	10/11/1988	SLC
10	10/11/1988	SLC

85153 P0986

Declaration of Condominium  
Exhibit 1 - Sheet 8

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

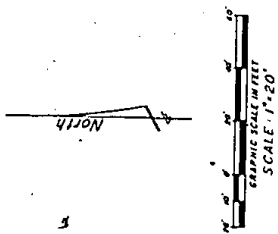




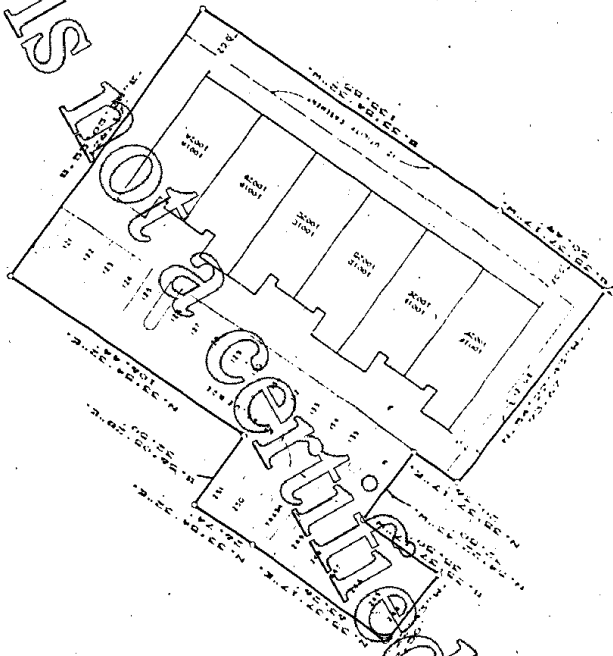


85153 P0389

PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 10  
(PROPOSED)



This is Not a Certified Copy



DESCRIPTION: PHASE 10  
A portion of land lying in Section 10, Township 10 North, Range 10 East,  
Tenth Range County, Illinois and being more particularly described as follows:  
Being the northwesterly portion of land Section 10, being Section 10, 10' east along  
the north line of said Section 10, 10' east of the north line of the 10' east line  
containingly a line of the proposed subdivision of said Section 10, being a portion of the  
Traverse North 10° 30' 15\"/>

EXHIBIT 1  
TO THE DECLARATION OF CONDOMINIUM OF  
PINE CREST CONDOMINIUM,  
A CONDOMINIUM

**LIBBERG LAND  
SURVEYING, INC.**

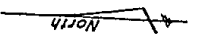
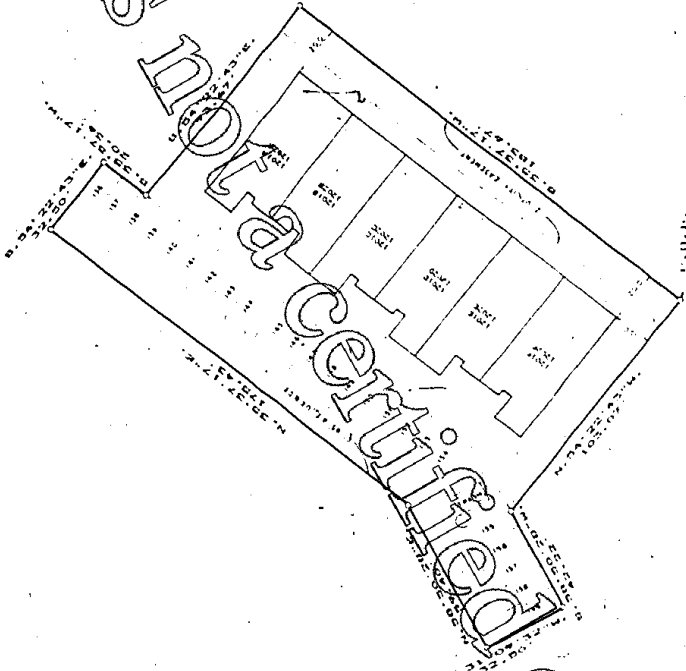
DATE	NOV 10 1985
BY	W. J. LIBBERG
FOR	LIBBERG LAND SURVEYING, INC.
PROJECT NO.	85-208
FILE NO.	85-208-100
SCALE	AS SHOWN
DATE	NOV 10 1985
BY	W. J. LIBBERG
FOR	LIBBERG LAND SURVEYING, INC.

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



**PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 12  
(PROPOSED)**

This is not a certified copy



**DESCRIPTION - PHASE 12**

A portion of land lying in Section 12, Township 33 North, Range of East, Pine Bluff County, Florida, and being more particularly described as follows:

From the southeast corner of said Section 12, bear South 89° 10' West 100 feet to the south line of said Section 12, a distance of 1346.13 feet;

From South 89° 10' West a distance of 1346.13 feet to a point on the westerly line of the proposed subdivision of Jackson Creek Home Realty;

From South 89° 10' West a distance of 211.20 feet;

From 10° West a distance of 124.89 feet to the point of beginning of the above described parcel;

Thence South 12° 12' West a distance of 142.89 feet;

Thence South 89° 10' West a distance of 41.21 feet;

Thence South 89° 10' West a distance of 21.09 feet;

Thence South 89° 10' West a distance of 31.38 feet;

Thence South 89° 10' West a distance of 134.19 feet;

Thence South 89° 10' West a distance of 134.19 feet;

Thence South 89° 10' West a distance of 21.38 feet;

Thence South 89° 10' West a distance of 41.21 feet;

Thence South 89° 10' West a distance of 134.19 feet to the point of beginning.

The above described 8.18 acres, more or less.

**EXHIBIT 1**  
TO THE DECLARATION OF CONDOMINIUM OF  
**PINE CREST CONDOMINIUM,  
A CONDOMINIUM**

**LIDBERG LAND**  
SERVICING, INC.

DATE	12/21/20
BY	[Signature]
TITLE	SECRETARY

**BS153 P0391**

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

PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 13  
(PROPOSED)

This is Not a Certified Copy

DESCRIPTION: PHASE 13  
A portion of land lying in Section 13, Township of South, Range of East,  
15th North, Eastern, Meridian and being more particularly described as follows:  
From the southeast corner of said Section 13, west 300.00 feet along  
the north line of said Section 13 a distance of 300.00 feet,  
then South 89° 00' 00" West a distance of 150.00 feet to a point on the  
northwest corner of said Section 13, then South 89° 00' 00" West  
a distance of 150.00 feet to the point of beginning.



EXHIBIT  
TO THE DECLARATION OF CONDOMINIUM OF  
PINE CREST CONDOMINIUM,  
A CONDOMINIUM

LIDBERG LAND  
SURVEYING, INC.

DATE	11/11/11	BY	...
PROJECT NO.	...	...	...
...	...	...	...

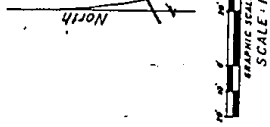
85153 P.0392

Declaration of Condominium  
Exhibit 1 - Sheet 14

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
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when received.

**PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 14  
(PROPOSED)**

This is not a Certified Copy



REQUISITION: PARCELS 131  
A parcel of land front on Section 15, Township 45 North, Range of 3 East, City of Denver, Colorado, and being more particularly described as follows:  
From the southeast corner of said Section 15, north 86° 11' 39\"/>

**EXHIBIT 1**  
**TO THE DECLARATION OF CONDOMINIUM OF**  
**PINE CREST CONDOMINIUM,**  
**A CONDOMINIUM**

**LIBBERG LAND SURVEYING, INC.**  
1474 S. W. 14TH ST. SUITE 100  
DENVER, CO 80202  
PHONE: (303) 533-2008  
FAX: (303) 533-2009  
WWW: www.libberg.com

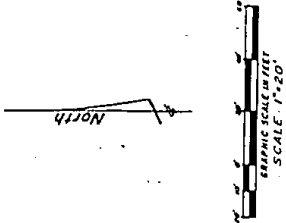
**B5153 P0393**

**Declaration of Condominium**  
Exhibit 1 - Sheet 15

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

**PINE CREST CONDOMINIUM,  
A CONDOMINIUM  
PHASE 15  
(PROPOSED)**

This is Not a Certified Copy



TO THE PUBLIC: This plan and being more particularly described as follows:

That the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, contains the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, and being more particularly described as follows:

That the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, contains the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, and being more particularly described as follows:

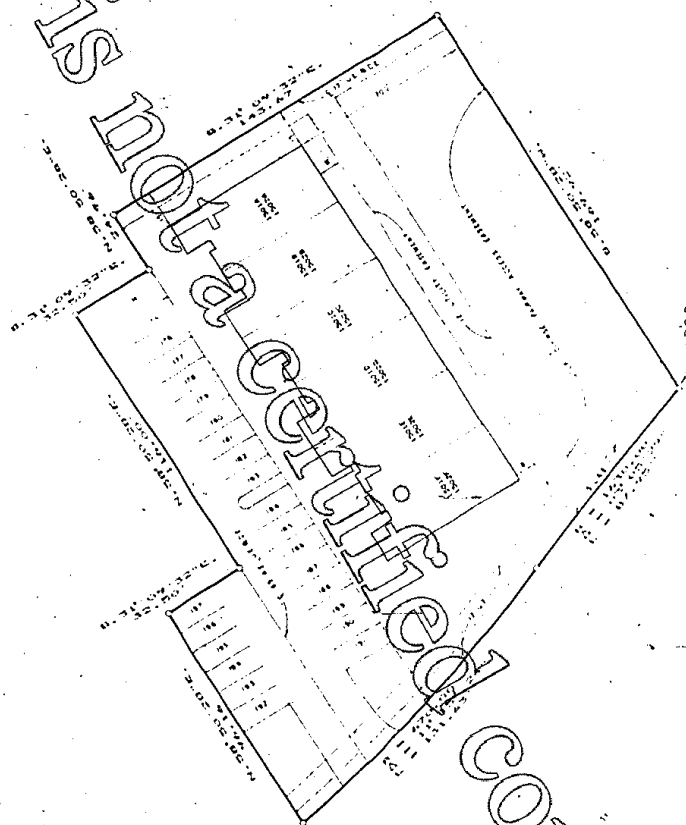
That the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, contains the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, and being more particularly described as follows:

That the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, contains the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, and being more particularly described as follows:

That the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, contains the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, and being more particularly described as follows:

That the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, contains the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, and being more particularly described as follows:

That the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, contains the southeast corner of said Section 15, Township 15 North, Range of East, 10th Principal Meridian, and being more particularly described as follows:



**EXHIBIT 1**  
**TO THE DECLARATION OF CONDOMINIUM OF**  
**PINE CREST CONDOMINIUM,**  
**A CONDOMINIUM**

**LUBBERG, LAND**  
**SURVEYING, INC.**

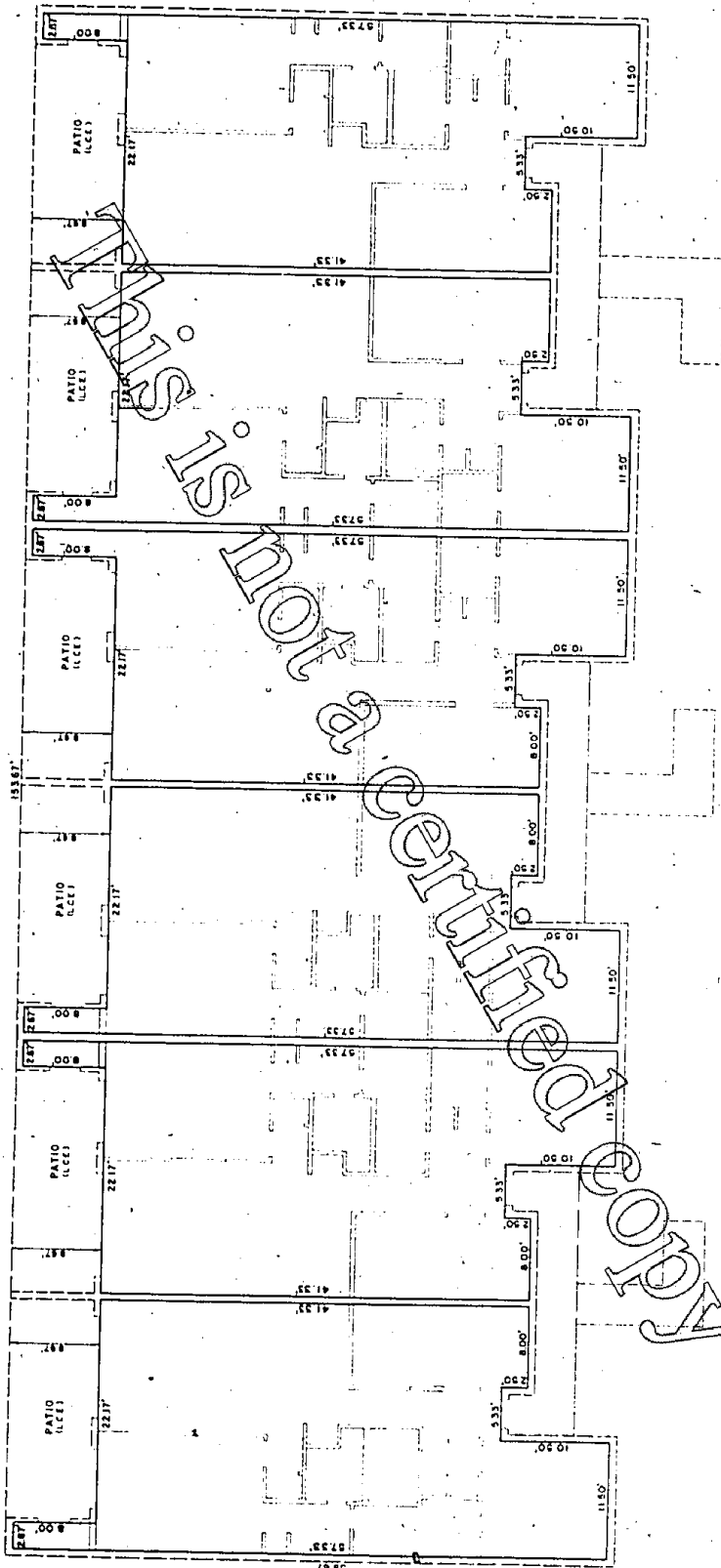
DATE	BY	TITLE	SCALE
10/15/15	J. LUBBERG	REGISTERED PROFESSIONAL SURVEYOR	1" = 20'
10/15/15	J. LUBBERG	REGISTERED PROFESSIONAL SURVEYOR	1" = 20'
10/15/15	J. LUBBERG	REGISTERED PROFESSIONAL SURVEYOR	1" = 20'

85153 P0394

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

85153 P0395

PINE CREST CONDOMINIUM  
A CONDOMINIUM



TYPICAL UNITS  
FIRST & SECOND FLOORS

- LEGEND:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
  2. THIS CONDOMINIUM UNIT (PARTS OF THE SPACE SHOWN BY A DASHED LINE) IS A TYPICAL UNIT. THE CONDOMINIUM UNIT SHOWN BY A DASHED LINE IS NOT TO BE CONSIDERED AS A REPRESENTATIVE UNIT. THE UNIT SHOWN BY A DASHED LINE IS NOT TO BE CONSIDERED AS A REPRESENTATIVE UNIT. THE UNIT SHOWN BY A DASHED LINE IS NOT TO BE CONSIDERED AS A REPRESENTATIVE UNIT.
  3. ALL DIMENSIONS ARE IN FEET AND INCHES.
  4. ALL DIMENSIONS ARE IN FEET AND INCHES.
  5. ALL DIMENSIONS ARE IN FEET AND INCHES.
  6. ALL DIMENSIONS ARE IN FEET AND INCHES.
  7. ALL DIMENSIONS ARE IN FEET AND INCHES.
  8. ALL DIMENSIONS ARE IN FEET AND INCHES.



EXHIBIT 1  
TO THE DECLARATION OF  
CONDOMINIUM OF  
PINE CREST CONDOMINIUM,  
A CONDOMINIUM

DATE	NO.	BY	FOR
1985	93-208	LDH	DEC 1985
1985	93-208	LDH	DEC 1985
1985	93-208	LDH	DEC 1985

LIDBERG LAND  
SURVEYING, INC.  
1000 N. 10TH ST.  
SUITE 100  
MINNEAPOLIS, MN 55412

Declaration of Condominium  
Exhibit 1 - Sheet 17

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

SURVEYOR'S NOTES

1. DESCRIPTION OF COMMON ELEMENTS:

- A. All land and all portions of the Condominium Property as shown on this Exhibit 1 - Survey, Plot Plan and Graphic Description of Improvements ("Survey") not within any Unit or Units are part of Common Elements.
- B. The Unit shall not be deemed to include utility services or appurtenances which may be contained within the boundaries of the Unit and which are utilized to serve Common Elements and/or a Unit or Units other than in addition to the Unit within which contained, nor shall it include columns or partitions, contributing to support of the building. The items here identified are part of the Common Elements.
- C. All conduits and wires to outlets and all utility lines to outlines regardless of location constitute Common Elements.
- D. There are designated and reflected on this Survey separate Parking Spaces which constitute Common Elements. Parking Spaces may be assigned to the use of specific Units pursuant to the provisions of the Declaration.
- E. The Common Elements are subject to certain easements set forth in the Declaration of Condominium.

II. STATEMENT OF OWNERSHIP:

Units are owned by Unit Owners and Common Elements are owned by Unit Owners in common according to the percentage of ownership of the Common Elements described in the Declaration of Condominium.

III. NOTES TO BUILDING ELEVATIONS:

- A. Floor slab thickness of building floor slabs are shown on the Survey.
- B. Common Elements such as but not limited to conduits, wires, outlets, utility lines, ducts, plumbing, irrigational system, parkway lighting, etc. have not been graphically illustrated.

IV. DEFINITIONS:

The definitions set forth in the Declaration of Condominium incorporated herein.

V. CERTIFICATE:

Construction of the Condominium is not substantially complete and upon substantial completion the Declaration will be amended to include the following Certificate:

The undersigned, a Land Surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material i.e., Exhibit \_\_\_\_, Sheet \_\_\_\_, which exhibit is annexed to and made a part of the Declaration of Condominium of PINE CREST



CONDOMINIUM, A CONDOMINIUM, together with the provisions of the Declaration describing the Condominium Property as it relates to matters of the Survey 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.  
\_\_\_\_\_, \_\_\_\_\_, Florida.

BY: \_\_\_\_\_

Professional Land Surveyor  
State of Florida No. \_\_\_\_\_

This is not a certified copy

85153 P0397

AMENDMENT TO THE DECLARATION  
OF PINE CREST CONDOMINIUM, A CONDOMINIUM  
PHASE \_\_\_\_\_

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, there was recorded in the Public Records of Palm Beach County, Florida, at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, the Declaration of Condominium of Pine Crest Condominium; and

WHEREAS, Declarant now wishes to amend said Declaration of Condominium to submit additional property to condominium ownership pursuant to Chapter 718 of the Florida Statutes (the Condominium Act)

NOW THEREFORE, the Declarant states as follows:

1. Schaaf & Johnson, Inc., a Florida corporation; (the "Developer") for itself, its successors, grantees and assigns, being the owner of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, more particularly described on Exhibit A which is attached hereto, (the "Property") hereby submits that portion of the Property, and the improvements situate and to be situated thereon designated as Phase \_\_\_\_\_, of Pine Crest Condominium, a Condominium to condominium ownership, pursuant to Chapter 718 of the Florida Statutes.

2. Attached hereto as an exhibit are survey(s), site plan(s) and graphic description(s) of the condominium units comprising Phase(s) \_\_\_\_\_ of Pine Crest Condominium, a Condominium, which surveys, site plans and graphic descriptions were prepared by \_\_\_\_\_ dated \_\_\_\_\_, as the final and accurate surveys of Phase(s) \_\_\_\_\_, of Pine Crest Condominium.

3. All provisions, restrictions, reservations, covenants, conditions, and easements contained in the Declaration of Condominium of Pine Crest Condominium, a Condominium, shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall exist perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners of Pine Crest Condominium, a Condominium, Phase(s) \_\_\_\_\_, and in consideration of receiving and by acceptance of a grant, devise 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 thereof, as well as the Bylaws and Articles of Incorporation of Pine Crest Condominium Association, Inc. Both the burdens imposed and the benefits provided shall run with each Unit and the interests in common property as defined therein.

4. The percentage ownership interest in the common elements appurtenant to each Unit of Pine Crest, a Condominium, by reason of this Amendment and all previous filings, is \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed this Amendment the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_.

Signed, Sealed and Delivered  
in the Presence of:

SCHAAF & JOHNSON, INC.,  
a Florida corporation

By: \_\_\_\_\_

(Corporate Seal)

Declaration of Condominium  
Exhibit 1a  
1 of 2 pages

85153 P.0398

STATE OF FLORIDA :  
 :SS  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority duly authorized by law to administer oaths and take acknowledgments, \_\_\_\_\_, President of SCHAAP & JOHNSON, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument as such officer, as the free act and deed of said Corporation, and for the uses and purposes therein expressed.

WITNESS my hand and official seal at \_\_\_\_\_, Palm Beach County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 198\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

This Instrument Prepared By:  
Record and Return To:

HENRY B. HANDLER, ESQ.  
Weiss & Handler, P.A.  
Interstate Plaza - Suite 320  
1499 West Palmetto Park Road  
Boca Raton, Florida 33432

Declaration of Condominium  
Exhibit 1a  
2 of 2 pages

85153 P0399

Not a certified copy

PINE CREST CONDOMINIUM,  
A CONDOMINIUM

SURVEYOR'S NOTES

1. Elevations shown herein are expressed in feet and refer to the National Geodetic Vertical Datum.
2. These plans and elevations marked as Exhibit A and hereto attached were compiled from plans and data prepared by \_\_\_\_\_, and supplemented by actual field surveys by this firm.
3. Refer to the Declaration of Condominium of PINE CREST CONDOMINIUM, A CONDOMINIUM, for detailed explanations and definitions of various parts of said Condominium. Refer to Exhibit "1" of said Declaration of Condominium for legal description of the land.
4. Each Condominium Unit shall have as its boundary the interior unfinished surfaces of the ceilings, floors and perimeter walls.

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, a Surveyor authorized to practice under the laws of the State of Florida, that:

1. Exhibit "1" of the Declaration of Condominium is a Survey of the improvements upon the land being submitted to condominium ownership, and the construction of the improvements described on Sheet \_\_\_\_\_ thereof, and Exhibit "A" hereto are substantially complete so that together with the provisions of the Declaration of Condominium describing the Condominium Property, Exhibit "1", Sheet \_\_\_\_\_, is an accurate representation of the location and dimensions of the improvements and so that the identification, location, and dimensions of the Common Elements and of each Unit can be determined from these materials.
2. All amenities and development improvements for Phase \_\_\_\_\_, in PINE CREST CONDOMINIUM, are one hundred (100%) percent complete.

BY: \_\_\_\_\_

Professional Land Surveyor  
State of Florida No.

BY: \_\_\_\_\_

State of Florida

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

Declaration of Condominium  
Exhibit "1a-1"

BS153 P0400

SCHEDULE OF EACH UNIT'S FRACTIONAL SHARE OF THE  
COMMON ELEMENTS, COMMON EXPENSES AS PHASES ARE ADDED

<u>NUMBER OF PHASES COMPLETED</u>	<u>FRACTIONAL SHARE</u>
1	1/12
1, 2	1/24
1, 2, 3	1/36
1, 2, 3, 4	1/48
1, 2, 3, 4, 5	1/60
1, 2, 3, 4, 5, 6	1/72
1, 2, 3, 4, 5, 6, 7	1/84
1, 2, 3, 4, 5, 6, 7, 8	1/96
1, 2, 3, 4, 5, 6, 7, 8, 9	1/108
1, 2, 3, 4, 5, 6, 7, 8, 9, 10	1/120
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11	1/132
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	1/144
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13	1/156
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14	1/168
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15	1/180

85153 P0401

This is a Certified Copy

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PINE CREST AT INDIAN CREEK CONDOMINIUM ASSOCIATION, INC, a corporation organized under the Laws of the State of Florida, filed on October 23, 1986, as shown by the records of this office.

The document number of this corporation is N17472.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 23rd day of October, 1986.

George Firestone  
Secretary of State



CR2E022 (10-85)

BS153 P0402

ARTICLES OF INCORPORATION  
OF  
PINE CREST AT INDIAN CREEK  
CONDOMINIUM ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit. We, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate that certain Condominium, bearing the same name as the Association, (hereinafter referred to as the "Condominium"), at Indian Creek, Jupiter, Florida, and to be a member of the INDIAN CREEK COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Homeowners Association"), whose Articles of Incorporation are recorded in Official Records Book 3711, Page 1010 and Bylaws are recorded at Official Records Book 3711, Page 1021 of the Public Records of Palm Beach County, Florida. Upon recordation of these Articles this corporation shall automatically become a member of the Homeowners Association.

III.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium and §718.111, Fla. Stat., including, but not limited to:

(a) To make and establish Rules and Regulations governing the use of the Condominium Property.

(b) To levy and collect assessments against members of the Association to defray the Expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto.

(c) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

(d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association.

(e) To enforce the provisions of said Declaration of Condominium, and Exhibits attached thereto and the Rules and Regulations governing the use of said Condominium.

(f) To grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association.

The provisions of the Declaration of Condominium and Exhibits attached thereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors, and members shall be deemed provisions hereof.

#### IV.

The qualification of members, the manner of their admission, termination of such membership, and voting by members shall be as follows:

1. The owners of all Units in the Condominium and the Subscribers to this Certificate of Incorporation shall be members of the Association. No other persons or entities shall be entitled to membership. Membership of the subscribers shall terminate upon the Sponsor being divested of all units in the condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the Bylaws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration, or in the Bylaws adopted by the Association.

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### V.

The Association shall have perpetual existence.

#### VI.

The principal office of the Association shall be located on the Condominium Property, Jupiter, Florida. The registered office of the Association shall be located at 202A Wingfoot Drive, Indian Creek, Jupiter, Florida, and the registered agent at such address shall be Sharon H. Bechtold.

BS153 P0404



VII.

The affairs of the Association will be managed by a Board of Directors initially consisting of three directors who need not be members of the Association.

At such time as the members are entitled to elect all Directors as set forth in §718.301, Fla. Stat., and subject to the provisions of the Bylaws, the Board of Directors shall consist of three directors.

Directors of the Association shall be elected at the annual meeting, in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The Directors named in these Articles shall serve pursuant to the Bylaws and the Condominium Act and any vacancies in their number occurring shall be filled as the Bylaws provide.

The name and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Sharon Bechtold	202A Wingfoot Drive Jupiter, Florida 33458
J. Stanley Dube'	202A Wingfoot Drive Jupiter, Florida 33458
Doris Polos	202A Wingfoot Drive Jupiter, Florida 33458

VIII.

Subject to the provisions of the Bylaws, the officers of the Association shall be elected by the Board of Directors. Officers shall serve at the pleasure of the Board. The names of the officers who shall serve until their successors are elected are as follows:

- President: Sharon Bechtold
- Vice-President: J. Stanely Dube'
- Secretary/Treasurer: Doris Polos

IX.

The Subscribers to these Articles of Incorporation are the persons whose names and addresses are set forth in Article VII above.

X.

The original Bylaws of the Association shall be adopted by a majority vote of the Directors of the Association. The Bylaws may be altered or rescinded by the Board of Directors and the members of the Association subject to the provisions thereof.

XI.

These Articles of Incorporation may be amended in the following manner:

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1. PROPOSAL. Amendments to these Articles may be proposed by the Board acting upon a vote of the majority of the Directors or by members of the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

2. CALL FOR MEETING. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required.

3. VOTE NECESSARY; FILING. In order for each amendment to become effective, the same must be approved by an affirmative vote of sixty-six (66%) per cent of the entire membership of the Board and by an affirmative vote of the members having seventy-five (75%) per cent of the votes in the Association. Such amendment shall be filed within ten (10) days from said approval with the Office of the Secretary of the State of Florida.

Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation may be adopted to become effective without the prior written consent of Sponsor. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium or which causes the Association or its members to violate any of the same.

XII.

The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit. The funds and assets of the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, and Exhibits attached thereto.

XIII.

All the provisions of the Declaration and Exhibits attached thereto shall be deemed ratified and fully disclosed hereunder.

XIV.

The Association does and shall indemnify its officers and directors as provided in the Bylaws.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 21<sup>st</sup> day of October, 1986.

Sharon A. Bechtold (SEAL)  
SHARON BECHTOLD

Stanley Dube (SEAL)  
J. STANLEY DUBE

Doris Polos (SEAL)  
DORIS POLOS

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I hereby accept the designation as Registered Agent as set forth in these Articles of Incorporation.

Sharon H. Bechtold  
SHARON H. BECHTOLD

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

Before me, the undersigned authority, personally appeared Sharon Bechtold, J. Stanley Dube', and Doris Polos, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 21 day of October, 1986.

Carole J. Frick (SEAL)  
Notary Public  
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 16, 1988  
BONDED THRU AGENT'S NOTARY BROKERAGE

THIS IS NOT A certified copy

OCT 28 1986  
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BYLAWS

OF

PINE CREST AT INDIAN CREEK CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under  
the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS.

- 1.1 IDENTIFY - PURPOSE. These are the Bylaws of that certain Condominium Association, a Florida corporation not for profit ("Association"), whose name appears in the title of the Document. This Association has been organized for the purpose of administering the affairs of the Condominium established pursuant to the Declaration thereof.
- 1.2 BYLAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these Bylaws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, the Declaration of Condominium, which will be recorded in the Public Records of Palm Beach County, Florida, at the time said property is submitted to condominium ownership.
- 1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Condominium Property, or any part thereof, are subject to these Bylaws.
- 1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.
- 1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.
- 1.6 DEFINITIONS. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

- 2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation (Articles) and in these Bylaws.
- 2.2 QUORUM. Persons having fifty (50%) percent plus one of the total votes of the Association, as the same is constituted from time to time, shall constitute a quorum.
- 2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person

Declaration of Condominium  
Exhibit 3

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named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.

- 2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting Member".
- 2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one (1) vote. Each Unit shall be entitled to one (1) vote of such Unit which shall not be divisible.
- 2.6 MAJORITY. Except where otherwise required by the provisions of the Condominium documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

### ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO.

- 3.1 ANNUAL MEETING. The annual members' meeting shall be held at 7:30 p.m. local time on the second Thursday in January of each year at the office of the Association, or such other place designated by the Board for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.
- 3.2 SPECIAL MEETING. Special meetings shall be held when called by the President or Vice-President or by a majority of the Board of Directors, with the exception of the provisions of §718.112(2)(g), Fla.Stat., special meetings must be called by such officers upon receipt of a written request from members of the Association having a majority of the votes in the Association.
- 3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on the Condominium Property. Notwithstanding anything herein to the contrary, notice of annual meetings shall be governed by the provisions of §718.112, Fla. Stat.
- 3.4 NOTICE TO OTHERS. Sponsor and Institutional Mortgagees shall be entitled to notice of all Association meetings,

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entitled to attend the Association meetings, and may designate such persons as they desire to attend such meetings on its behalf.

- 3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of §718.112, Fla. Stat.
- 3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.
- 3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these Bylaws, such meeting and vote may be dispensed with if seventy-five (75%) percent of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.
- 3.8 CHAIRMAN. At meetings of the membership, the President shall preside; or in the absence of the President, the Board of Directors shall elect a chairman.
- 3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:
- a. Calling of the roll and certifying of proxies;
  - b. Proof of notice of meeting or waiver of notice;
  - c. Reading of minutes;
  - d. Reports of Officers;
  - e. Reports of Committees;
  - f. Appointment by Chairman of Inspectors of Election;
  - g. Election of Directors; subject, however, to all provisions of these Bylaws, the Articles of Incorporation and the Declaration;
  - h. Unfinished business;
  - i. New business;
  - j. Adjournment.
- 3.10 FIRST MEETINGS. The First Meeting of the Association shall be held pursuant to the provisions of §718.301, Fla. Stat.

#### ARTICLE 4. BOARD OF DIRECTORS.

- 4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board") consisting of initially three (3) persons and thereafter governed by the provisions of Paragraph 4.4 hereof.
- 4.2 FIRST BOARD. The first Board shall consist of three (3) persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Sponsor and they shall serve until their successors are elected pursuant to §718.301, Fla.Stat., and the provisions of this instrument.

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a. Until such time as the members of the Association shall be entitled to elect all of the Directors, the Sponsor shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the Board and replace any such person or persons with another person or other persons to serve on said Board. Notice of such actions shall be given to the Association.

b. The first Board of Directors of the Association shall consist of the following persons: (1) Sharon Bechtold; (2) Tracy Johnson; (3) Janet Schaaf.

The members of the first Board shall serve until such time as the Unit Owners other than Sponsor own fifteen (15%) percent or more of the Units that will ultimately be operated by the Association at which time Unit Owners other than Sponsor shall elect one (1) Director. The Sponsor shall designate what director is to be replaced at the time of election of a director by the Unit Owners. At such time as Unit Owners are entitled to elect not less than a majority of directors, the number of directors shall, if the Unit Owners desire to elect additional directors, increase to five (5) (three [3] Unit Owners and two [2] Sponsor-elected directors). - Unit Owner directors shall be elected "at-large" from among all the Buildings submitted to Condominium.

4.3 ELECTION OF DIRECTORS. Subject to the provisions of sub-Paragraph 4.3(e), and further subject to the right of the membership to re-elect the initial three (3) person Board of Directors, the election of directors, other than the first Board, after there are no longer any Sponsor-appointed representatives on the Board, shall be conducted in accordance with §718.301, Fla. Stat., in the following manner:

- a. There shall be five (5) directors elected "at-large" from among all the Buildings submitted to Condominium.
- b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. Nominations may also be made from the floor.
- c. The election shall be by secret ballot and each director shall be elected by a plurality of the votes cast. Each person voting shall be entitled to cast one (1) vote.
- d. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.
- e. For all purposes, it is agreed that the officers and directors who are Sponsor-appointed officers and directors, become Unit-Owner elected officers and directors at the earlier of (i) the Unit Owners being offered the opportunity to elect directors as herein provided and either refuse to or neglect to elect new directors, or (ii) have an election and re-elect all or a part of the first Board to serve in such capacity.

Thereafter, the Board shall be considered as having been elected and controlled by the Association.

4.3.1 TRANSFER OF ASSOCIATION CONTROL. Unit Owners other than Sponsor are entitled to elect not less than a

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majority of the members of the Board:

- (a) Three (3) years after fifty (50%) percent of the Units which will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three (3) months after ninety (90%) percent of the Units which will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all the Units which will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Sponsor in the ordinary course of business; or
- (d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Sponsor in the ordinary course of business, whichever is first.
- 4.4 SUBSEQUENT BOARDS. After such time as the Sponsor shall have added all phases to this Condominium or shall have notified the Association that it does not intend to add additional phases, the Board shall be comprised of such members elected in accordance with, and subject to provision of Paragraph 4.3.
- 4.5 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such time and at such place as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.
- 4.6 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of the time and purpose of regular meetings shall be given to each director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for each meeting, unless notice is waived. Meetings shall be open to all Unit Owners. Meetings shall be held at a location convenient to the Unit Owners.
- 4.7 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Not less than three (3) days' notice of a meeting shall be given to each director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.
- 4.8 WAIVER. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.
- 4.9 NOTICE. Sponsor shall be entitled to notice of all Board of Directors' meetings, shall be entitled to attend the Board meetings, and may designate such persons as it desires to attend such meetings on its behalf.
- 4.10 QUORUM. A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided for in the Articles, these

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Bylaws or the Declaration. If any directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws, or the Declaration) the directors who are present may adjourn the meeting, from time to time, until a quorum or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by either signing and concurring in the minutes or in joining in the action contemplated thereby shall constitute the presence of such director for all purposes except for determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting or action.

4.11 **PRESIDING OFFICER.** The presiding officer at directors' meetings shall be the Chairman. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The Chairman of the Board shall be elected at the Board's organizational meeting and shall serve for one year.

4.12 **RESIGNATION.** A director may resign by giving written notice thereof to the Chairman. A director shall be deemed to have resigned upon his termination of membership in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached therein.

4.13 **POWERS AND DUTIES.** All of the powers and duties of the Association may be exercised by the Board in the Board's sole discretion provided, however, that in case of any action by the Board (after the First Board), which would involve the institution of substantial litigation, the same shall require majority approval of the Unit Owners. Such powers to be exercised by the Board shall include without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. To collect and make payments pursuant to agreements entered into by the Association.

b. To adopt the budget of the Association upon majority vote of the directors, provided, however, that a revision of the budget or recall of directors pursuant to §718.112(2)(f) & (g), Fla.Stat., shall require an eighty-five (85%) percent vote of the members of the Association. Provided, however, that the adoption of the budget at a Special Meeting, called pursuant to such statute, by the Unit Owners, if required, shall only require a simple majority vote. It is understood, however, that the failure of the Board or Unit Owners to adopt a budget shall not impair or affect the Unit Owners' obligations to pay their share of obligations of the Association or themselves, nor shall it affect the rights of third parties who are entitled to funds therefor in view of the requirements set forth in §718.112(2)(h), Fla.Stat.

c. The maintenance, repair, replacement, operation, improvement, and management of the Condominium wher-

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ever the same is required to be done and accomplished by the Association for the benefit of its members;

- d. The reconstruction of improvements after-casualty and the further improvement of the property, real and personal;
- e. To make and amend, by majority vote of the Board, rules and regulations governing the use of the property, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.
- f. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.
- g. To contract for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the directors deem fit. To lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the Condominium Property.
- h. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.
- i. To pay all taxes and assessments of any type which are liens against any part of the Condominium Property, other than Units, and the appurtenances thereto and to assess the same against the members and their respective Units.
- j. To carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.
- k. To pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate Units.
- l. To employ personnel, for reasonable compensation, to perform the services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
- m. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of §718.111(5), Fla.Stat., and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these Bylaws, and to assure the compliance with all the terms thereof. To that end, the Association shall retain a pass key to all Units.

4.14 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the First Board including the first budget shall be binding upon the Association in the same manner as

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though such undertakings and contracts had been authorized by a Board duly elected by the membership.

- 4.15 REMOVAL OF DIRECTORS. Except as elsewhere provided, at such time after the members of the Association are permitted to elect all except one of the directors, should the members at any duly convened regular or special meeting desire, they may remove any such director that said members have elected, with or without cause, by the affirmative vote of the voting members in the entire Condominium casting not less than a majority of the total votes present at any such meeting and a successor may immediately be elected to fill the vacancy thus created as elsewhere provided. Should the membership fail to elect a successor, the Board may fill the vacancy. During a meeting of the members of the Association to remove one or more directors, the members shall select and announce the name and address of a representative to receive pleadings, notices, or other papers on behalf of the petitioning members in the event that the vote at the meeting is disputed and a petition for arbitration is filed. The proposed removal of more than one director shall require a separate vote for each director sought to be removed.
- 4.16 WAIVER OF MEETING. The directors may take any action which they might take at a meeting of directors, without a meeting, provided, a record of such action is signed by each director. Such record will be retained in the Association's Minute Book and shall constitute action of the Board.
- 4.17 PROVISIO. Notwithstanding anything herein contained to the contrary, the directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Sponsor as set forth in the Declaration, the Articles and these Bylaws, without the consent of those affected.
- 4.18 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.
- 4.19 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 15 of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

#### ARTICLE 5. OFFICERS.

- 5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the Board of Directors. They may be removed by a majority vote of the directors at any meeting. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- 5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be elected from the membership of the Board.

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- 5.3 VICE-PRESIDENT. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors or President.
- 5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the directors and the members, attend to the giving and serving of all notices to the members and directors have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.
- 5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.
- 5.6 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

- 6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by the Condominium Act, fix and determine the sums necessary to pay all the Common and Limited Common Expenses of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these Bylaws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are Common Expenses of this Condominium. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro rata portion thereof) of the operation of the Condominium Property shall be as set forth in a projected budget established by the Sponsor, subject, however, to the right to modify the same to adequately provide for the payment of such sums necessary to discharge the obligations of the Condominium.
- 6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The proposed budget of Common Expenses shall, to the extent possible in a reasonable business context, be detailed and show the amount budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in §718.504(20), Fla.Stat.
- 6.3 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the

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Association employ a Management Firm or Managing Agent, and should in the course of such employment said Management Firm or Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Management Firm or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provision of Paragraphs 6.3 and 6.4 hereof.

- 6.4 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by §718.111(7), Fla.Stat. subject, however, to the provisions of the Declaration.
- 6.5 FIDELITY BONDS; PROVISIO. Fidelity bonds shall be obtained for all officers or directors of the Association who control or disburse Association's funds. The amount of such bonds shall be determined by the directors. The premiums on each bond shall be paid by the Association.
- 6.6 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable.
- 6.7 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentage provided in the Declaration. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Until further notice, assessments shall be made to the order of "Sabal Lake West of Boca West Condominium Association, Inc." and shall be payable at the office of Sponsor. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. Failure to pay any assessment within ten (10) days from the date due, shall entitle the Association to levy a Fifty (\$50.00) Dollar late charge against the defaulting Unit Owner. Each Unit Owner agrees that such late charge is not in the nature of a penalty as damages on account of late payments are impossible to ascertain.
- 6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall default in the payment of any assessment the Board may accelerate the monthly assessments for, in its discretion, up to twelve (12) months. Upon notice thereof to the Unit Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.
- 6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit the Board may acquire, in the name of the Association or its designee, the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien for assessments. The power to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so - the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board.

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6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the Unit Owner shall include liability for reasonable attorneys' fees and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Condominium documents or Rules and Regulations adopted pursuant to any of same, the Board shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if each violation shall continue for a period of thirty (30) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item. In the event of a default making the notice period impractical, the Board may take such action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments, as it deems advisable.

7.2 NOTICE; HEARING REQUIREMENTS. In the event that the Association contemplates levying a fine against the owner of a Unit, or its occupant, licensee, or invitee, for failure to abide by any provision of the Declaration of Condominium, Bylaws, or Rules and Regulations of the Association, the Association will proceed as follows:

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

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

The party against whom the fine may be levied shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

- 7.3 **LIABILITY OF UNIT OWNERS.** All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item.
- 7.4 **GENERAL LIABILITY.** Liability of Unit Owners shall be governed, in addition to the provisions hereof, by §718.119, Fla.Stat.
- 7.5 **LIABILITY OF UNIT OWNERS TO SPONSOR.** In the event that the Association, on its own behalf or as a representative of the Unit Owners, incurs liability to Sponsor, the same shall be deemed the joint and several responsibilities of both the Association and the Unit Owners, and Sponsor may proceed to collect the same in its own name. This covenant is for the benefit of the Sponsor and may not be modified except with the written consent of Sponsor.
- 7.6 **NO WAIVER.** The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.
- 7.7 **SURVIVING LIABILITY.** Termination of membership in the Association shall not relieve any Unit Owner from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.
- 7.8 **EXCESS LIABILITY.** The Association shall give notice to the Unit Owners of excess liability as provided in §718.119(3), Fla.Stat.

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ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property or for injury or damage caused by the elements or by other persons.

ARTICLE 9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, Bylaws, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENTS TO BYLAWS. Amendments to these Bylaws, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these Bylaws may be proposed by the Board acting upon votes of the majority of the directors or by members of the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or Chairman of the Board, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth. Notice shall also be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six (66%) percent of the entire membership of the Board and by an affirmative vote of the members having seventy-five (75%) percent of the votes in the Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President or a Vice-President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and Association.

ARTICLE 11. BYLAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of Common Elements and Limited Common Elements as are set forth in Article 12 hereof.

11.2 SCOPE; REMEDY FOR VIOLATION. These Bylaws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such Bylaws may bar any Unit Owner or his family and invitees from the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Condominium documents.

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11.3 RULES AND REGULATIONS. The Board may from time to time, promulgate additional Rules and Regulations concerning the use of the Condominium Property, pursuant to the terms hereof. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of Bylaws but, unless said rule conflicts with the provisions hereof, it shall not require an amendment to be effective.

ARTICLE 12. USE AND DECORUM. The Bylaws relating to use and decorum hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. Unit Owners shall, at all times, obey the same and use their best efforts to see that the Bylaws and Rules and Regulations are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said Bylaws are as follows:

- a. The sidewalks, entrances and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, furniture, or any other object of a similar type and nature shall be stored thereon. No structure of a temporary character, trailer, shack, barn, or other building shall be moved to, erected on, or used on any part of the Condominium Property at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service, repair or maintenance for the general public shall be allowed on the Condominium Property at any time. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Condominium Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Condominium Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any part of the Condominium Property.
- b. The personal property of all Unit Owners shall be stored within their Condominium Units or the specific Limited Common Elements assigned to them for storage purposes, if any, provided, however, that no Unit Owner may store any personal property on, or make any use of, his Unit which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.
- c. No garbage cans, supplies, milk bottles, or other articles shall be placed in the entranceways, nor shall any clothesline, linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors or balconies, or exposed to or on any part of the Common Elements or porches within any Unit. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. Any barbeque use outside of any Unit shall be limited so as not to create a nuisance to other Unit Owners or residents.
- d. No Unit Owner shall allow anything whatsoever to fall from the windows or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into or upon the grounds.

- e. Refuse and garbage shall be deposited only in the area provided therefore.
- f. Employees of the Association shall not be sent off the Condominium Property by any Unit Owner except in the Unit Owner's capacity as an officer or director, at any time, for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

Servants and domestic help of the Unit Owners may not gather or lounge in the public areas of the building or grounds.

- h. The parking facilities shall be used in accordance with the regulations adopted by the Board of the Community Association. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property. No boat, boat trailer, trailer, recreational vehicle, camper, truck, bus, mobile home, tractor, motor coach, commercial vehicle, lettered commercial vehicle or vehicle in excess of 6,000 pounds of gross weight or like vehicle shall be parked, left or stored on the Condominium Property without the prior, written approval of the Pine Crest at Indian Creek Condominium Association. All vehicles owned or operated by the Developer or any of the Developer's employees shall be permitted to be parked or left on the Condominium Property without said prior written approval. Bicycles shall be parked in the areas, if any, provided for that purpose.
- i. No Unit Owner shall make or permit any disturbing noises by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit, in such manner as to disturb or annoy other occupants of the Condominium.
- j. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium Unit that is visible from outside the Unit or Condominium Property without prior written approval by the Association and Sponsor.
- k. No awning, enclosure, canopy, shutter, hurricane shutter, porch window or like item, shall be attached to, or placed upon, the porch within any Unit, outside walls or roof of the building except as provided in the Declaration.
- l. The Association shall retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given the Unit Owner shall provide the Association with an additional key for use of the Association pursuant to its right of access to the Unit.
- m. No cooking shall be permitted on or in the Common Elements nor shall any goods or beverages be consumed

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outside of a Unit except on or in the Limited Common Elements appurtenant to each Unit or in areas designated for that purpose by the Board.

- n. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit except those required for normal household use.

Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his terrace or porch prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters.

- p. Only one (1) walking animal with a weight of not more than forty (40) pounds shall be kept or harbored in a Unit at any time. Walking animals shall be permitted only within a Unit or Privacy Area. No other pets may be kept without the written consent of the Board. Such consent may be given upon such conditions as the Board may prescribe and shall be deemed provisional and subject to revocation at any time. No animal or pet shall be maintained or harbored within a Unit that would create a nuisance to any other Unit Owner. A determination by the Board that an animal or pet maintained or harbored in a Unit creates a nuisance shall be conclusive and binding upon all parties. In no event shall a Unit Owner or any other person allow a walking animal anywhere on the Condominium Property unless carried or held on a leash not to exceed six (6) feet. Each Unit Owner and any other person so walking an animal shall be responsible for the immediate, appropriate and complete removal of all animal excrement.

- q. No Unit may be used for any commercial or business purpose. No Unit Owner may actively engage in any solicitations for commercial purposes. No solicitor of a commercial nature shall be allowed on the Condominium Property without the prior written consent of the Board.

- r. No electrical machinery, device or apparatus of any sort, including, but not limited to, television or citizens' band antennae, shall be used or maintained within the Unit by a Unit Owner which causes interference with the television and radio reception of any other Unit Owner. No such electrical machinery, device or apparatus shall be affixed or attached to the Common Elements or Privacy Area whatsoever.

- s. Each Unit Owner shall park his automobile in his assigned spaces. All parking spaces not assigned may be used by guests of the Unit Owners only, except such spaces as may be designated for the temporary parking of delivery vehicles. The Community Association shall have the authority to assign parking spaces which have not been assigned to particular unit owners and shall also have the power to reassign spaces.

- t. Complaints concerning the use of the Condominium Property and/or service to the same shall be made in writing, signed by the complaining party and delivered

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to the Sponsor and Board, who, if necessary, will forward the same to the appropriate party.

12.2 APPLICABILITY. The provisions of subparagraphs (a), (b), (d), (f), (g), (h), (j), (l), (n), (o), (q), (r), (s) and (t) hereof shall not be applicable to the Sponsor or to any Unit owned by it.

ARTICLE 13. INDEMNIFICATION. The Association shall and does hereby indemnify and hold harmless every director and every officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE 14. UNIT OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES.

14.1 LIENS AND TAXES. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in Condominium documents, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, within five (5) days after the attaching of the lien.

ARTICLE 15. VOLUNTARY BINDING ARBITRATION. Any and all internal disputes arising from the operation of the Condominium among Unit owners, the Association, their agents and assigns, may be voluntarily submitted by the Board of Directors for binding arbitration by the filing of a petition for binding arbitration with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation pursuant to § 718.1255, Fla.Stat.

The foregoing were adopted as the Bylaws of PINE CREST AT INDIAN CREEK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit established under the Laws of the State of Florida at the first meeting of the Board of Directors on the 15 day of December, 1986.

ATTEST:

PINE CREST AT INDIAN CREEK  
CONDOMINIUM ASSOCIATION, INC.

Sharon H. Pelt (SEAL)  
Secretary

By: Sharon H. Pelt (SEAL)  
President

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